

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
SHERMAN DIVISION**

MICHAEL MOATES, DC CHRONICLE, and  
DC CHRONICLE LIMITED,

Plaintiffs,

v.

FACEBOOK, INC. and AT&T INC.,

Defendants.

Case No. 4:21-cv-00694

**DECLARATION OF W. HAMILTON JORDAN IN SUPPORT OF NOTICE OF  
REMOVAL**

I, W. Hamilton Jordan, declare and say that:

1. I am an attorney licensed to practice law in the State of California, am associated with the law firm of Keker, Van Nest & Peters LLP, and am outside counsel for Defendant Facebook, Inc. in the above-captioned action (in which *pro hac vice* papers are forthcoming). I have personal knowledge of the facts set forth herein, and if called upon as a witness thereto, could do so competently under oath.

2. Attached hereto as **Exhibits 1–7** are true and correct copies of various pleadings filed or served to date in the 431st District Court of Denton County, Texas, including copies of the “process, pleadings, and orders served upon” Facebook, *see* 28 U.S.C. § 1446(a):

<b>Exhibit Number</b>	<b>Document</b>
1	Original Petition
2	Exhibits to Original Petition
3	Signature Confirmation Page for Certified Mailer (Facebook, Inc.)
4	Signature Confirmation Page for Certified Mailer (AT&T Inc.)
5	Amended Petition
6	Exhibits to Amended Petition
7	AT&T Inc.’s Verified Denial and Original Answer

3. On September 2, 2021, I accessed the “Taxable Entity Search” function available on the public website of the Texas Comptroller of Public Accounts (<https://mycpa.cpa.state.tx.us/coa/>). I inputted the phrase “DC Chronicle Limited” into the “Entity Name” field and clicked “search.” The search yielded one result, for a corporation called “DC CHRONICLE LIMITED.” A true and correct copy of the “Franchise Tax Details” page for DC CHRONICLE LIMITED, as it existed on September 2, 2021, is attached here as **Exhibit 8**. The Franchise Tax Details indicate that a corporation called “DC CHRONICLE LIMITED” was formed in Texas and registered on December 6, 2018.

4. On September 2, 2021, I accessed the “Business Search” function available on the public website of the California Secretary of State (<https://businesssearch.sos.ca.gov/>). I inputted the phrase “DC Chronicle Limited” into the “Corporation Name” field and clicked “search.” The search yielded no results.

5. On September 2, 2021, I accessed the “General Information name Search” function available on the public website of the Delaware Department of State: Division of Corporations (<https://icis.corp.delaware.gov/ecorp/entitysearch/namesearch.aspx>). I inputted the phrase “DC Chronicle Limited” into the “Entity Name” field and clicked “search.” The search returned no records.

I declare under penalty of perjury that the foregoing is true and correct under the laws of the United States and the State of California. Executed this 7th day of September, 2021 in Dewey County, South Dakota.

/s/ W. Hamilton Jordan  
W. HAMILTON JORDAN

# **EXHIBIT 1**

**STATE OF TEXAS – DENTON COUNTY COURTS**

**District Court**

Mr. Michael Moates,  
DC Chronicle Limited,  
Plaintiff

v.

Facebook Inc,  
AT&T Inc.  
Defendants

Case No.: 21-6407-431

**Original Petition**

**Jury Trial Demanded**

**TO THE HONORABLE JUDGE OF SAID COURT:**

COMES NOW, Plaintiff, Michael Moates, Pro Se, and files this Original Petition, complaining against Facebook Inc (Referred to as Defendant), and AT&T Inc. (Referred to as 2<sup>nd</sup> Defendant) and in support thereof would respectfully show the court as follows:

**I. PARTIES**

1. Plaintiff Michael Moates is an individual who resides in Denton County, Texas.
2. Defendant Facebook, Inc. is a corporation and social media. Facebook, Inc. may be served through their registered agent at Corporation Service Company 211 E. 7<sup>th</sup> Street, Suite 620, Austin, Texas 78701.
3. Defendant AT&T, Inc. is a corporation and mobile phone and service provider. AT&T may be served at CT Corporation System 1999 Bryan St, Ste 900, Dallas, TX 75201.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**VII. DEMAND TO PRESERVE EVIDENCE**

3. Plaintiff demands that all Defendants preserve all evidence that is or may be relevant to the claims and defenses of the allegations made in this complaint including all electronic data of any kind.

**VIII. REQUEST FOR DISCLOSURE**

4. Plaintiff requests that defendants disclose the information and material described in Texas Rule of Civil Procedure 194.2 within the time required by the rule.

**IX. DISCOVERY**

5. Discovery Level 2 of Texas Rules of Civil Procedure applies to this Petition.

**II. JURISDICTION AND VENUE**

6. The damages sought in this case exceed the minimal jurisdictional limits of the Denton County Judicial Courts.

7. Venue is proper in Denton County, Texas, because a) this is the county in which all or a substantial part of the events or omissions giving rise to the claim occurred and b) it is in the county in which the plaintiff resided at the time of the accrual of the cause of action. Tex. Civ. Prac. & Rem. Code § 15.002.

8. Pursuant to Rule 47 of the Texas Rules of Civil Procedure, Plaintiff is seeking relief over \$200.

**III. JURY DEMAND**

9. Plaintiff demands a trial by jury.

#### IV. FACTUAL SUMMARY

10. Since August 29th, the Plaintiff has invested \$10,546 (Exhibit A) on advertising with Facebook Inc. to build a following through likes, followers, and engagement on multiple of his pages that allow him to earn income via engagement of posts. Reach is determined by number of followers and likes. When someone spends money to build an audience they invest, and that money is returned through different types of engagements. In this case, the Plaintiff used the Facebook ad system for their Engagement ads.

11. According to their website, the description of these types of ads is "Get more people to follow your Page or engage with your posts through comments, shares and likes. You can also choose to optimize for more event responses or offer claims. It's important to note that the Plaintiff alleges that the word your implies that he retains ownership of the page that he is investing in. Dictionary.com defines "your" as one's (used to indicate that one belonging to oneself or to any person<sup>3</sup>) The Plaintiff asserts that he retains ownership of these pages and Facebook is simply a host for these pages. All data, followers, engagement, etc. belongs to the Plaintiff. It's important to note that Facebook is not a free service. You pay for their service in multiple ways. 1) You pay when they use your data for ads. 2) You pay for the right to have an audience when you run ads that build your page following and subscribers.

12. On October 7th, 2020, the Plaintiff received an email message and notification on the Facebook website stating that he was not following community standards (See Exhibit B). The Plaintiff, unsure of what he did wrong immediately reached out to Facebook Support. Facebook Support responded that his page was in good standing, (See Exhibit C) acknowledged that this may have cause confusion for the Plaintiff and instructed him have this reported as a bug.

1 Plaintiff asks the court to note that he does not have access to the email he sent to Facebook  
2 support as it was sent using their internal systems and Facebook Inc. has blocked the Plaintiff  
3 from access to retrieve anything from his account. The Plaintiff will request this as a part of  
4 discovery as it goes to his defense. The Plaintiff also wants the court to recognize that he did file  
5 it as a bug as they instructed him, but they never fixed the problem. This was one of the many  
6 inaccurate statements made by Facebook during this process.

8 13. On October 20, 2020, the Defendant disabled access to the Plaintiffs Facebook (See  
9 Exhibit D) (which included access to Messages, Profile Data, Groups, Pages and More) and  
10 Facebook Business Manager Account (which included Creator Studio, Pages, and Ads). This  
11 was done without any notification or explanation and the Plaintiff was made aware when he  
12 attempted to access his account, he saw a message that read for more information, or if you think  
13 your account was disabled by mistake, please visit the Help Center, on Facebook (See  
14 Exhibit D).

16 14. Shortly thereafter, the Plaintiffs Instagram was disabled (which included all photos,  
17 videos, messages, and stories), and a message appeared, Thanks for Providing Your Info. We'll  
18 review your info and if we can confirm it, you'll be able to request a review in the Help Center  
19 within approximately 24 hours, on Instagram (See Exhibit E).

21 15. Subsequently, the Plaintiff was unable to access his Oculus, Crowd Tangle, and  
22 Messenger accounts due to Facebook disabling Facebook login. Facebook login is a feature that  
23 allows you to use your Facebook account to login into 3rd party apps and websites.

25 16. After all of this took place on October 20th, 2020, the Plaintiff reached out to Carolyn  
26 Everson (Vice President, Facebook) who said she So sorry this happened” and hoping for  
27 some resolution. She included two of her staff members Meghan Orbe and Conrad Gibson on  
28

1 her email. Conrad responded very quickly asking for some details and said, I ll be in touch once  
2 I have an update from the account team.” Conrad responded two days later stating “Apologies  
3 for the delay as I worked with our team on your request. I heard back this morning and it seems  
4 that your accounts were disabled permanently and, due to policy guidelines, they are unable to  
5 share why the accounts were deactivated. I am so sorry this happened to you. I asked for more  
6 information, but they were unable to share with me. I wish I could give you a better explanation,  
7 but unfortunately, we have these rules in place to protect a user’s privacy. I know that you had a  
8 lot of photos saved to your accounts that you wanted to access. They provided me with the  
9 following information on how to request data from a closed account. The links Conrad provide  
10 were broken and did not work. (See Exhibits E) The Plaintiff subsequently reached out  
11 and was given a new link. Upon filling out the request in the new link for his data Facebook said,  
12 The Facebook account associated with the email address you provided to us has been disabled  
13 for violation of our Terms of Service. (See Exhibit G) They did not provide the data they admit  
14 belongs to him. There are a couple of important notes here. They claim the Plaintiff violated their  
15 Terms of Service but previously in writing stated that it was a bug and Facebook accepted  
16 responsibility for a mistake by acknowledging the confusion they caused and when Vice  
17 President Carolyn Everson said she was so sorry this happened. The apology above is clearly  
18 an admission of guilt. Especially when she says she is working on a resolution. That in itself  
19 shows Facebook made a mistake and is working to rectify it but never does.

20 17. After getting no resolution from Carolyn Everson and her team, on October 23, 2020,  
21 the Plaintiff reached out to Fidji Simo (Head of Facebook, Facebook Inc.). He explained the  
22 situation again and she said, I want to look into why that happened” and again her colleague  
23 would follow up Priya will follow up. Priya emailed that same day saying, Will have some  
24  
25  
26  
27  
28



1 more info shortly - thanks for your patience here! To date, she has never followed up with the  
2 Plaintiff. (See Exhibit H) This was again another misleading statement by Facebook where they  
3 made a commitment in writing to the Plaintiff but did not follow through.

4 18. The Plaintiff reached out to Facebook to see why his account was disabled. Many  
5 individuals said that they could not tell him why due to privacy reasons. However, one  
6 individual, Lisa-Bart Dolan (Politics and Government Outreach Associate Manager) finally said  
7 why the Plaintiff was blocked. She said We will remove any Facebook Pages, Groups and  
8 Instagram accounts representing QAnon, even if they contain no violent content. This is an  
9 update from the initial policy in August that removed Pages, Groups and Instagram accounts  
10 associated with QAnon when they discussed potential violence while imposing a series of  
11 restrictions to limit the reach of other Pages, Groups and Instagram accounts associated with the  
12 movement. Pages, Groups and Instagram accounts that represent an identified Militarized Social  
13 Movement are already prohibited. And we will continue to disable the profiles of admins who  
14 manage Pages and Groups removed for violating this policy, as we began doing in August. You  
15 can read more about this policy here: [https://about.fb.com/news/2020/08/addressin -](https://about.fb.com/news/2020/08/addressin-movements-and-or-anizations-tied-to-violence/)  
16 [movementsand-or anizations-tied-to-violence/](https://about.fb.com/news/2020/08/addressin-movements-and-or-anizations-tied-to-violence/) See Exhibit Q. The Plaintiff had a page titled  
17 QAnon that had no QAnon content on it and was inactive. This seems to be an update to their  
18 Community Standards which is part of their Terms of Service. The Plaintiff takes issue with  
19 multiple parts of this starting with the fact that they have a duty to notify anyone when they  
20 change contractual agreements, which they did not. See Douglas v Talk America. The second  
21 issue here is in the initial statement by Facebook they stated Pages, Groups and Instagram  
22 accounts associated with these movements and organizations will be removed when they discuss  
23 potential violence. Two issues with this statement, first they disabled his accounts across all  
24  
25  
26  
27  
28

1 platforms even though it doesn't say the entire Facebook account or any other accounts except  
2 for Instagram accounts that include this kind of content which is the not. Second, the page that he  
3 ran was in active and had not a single piece of violent content on it. This statement was released  
4 by Facebook on 19 August 2020.

5  
6 19. Pages and Groups for QAnon containing discussions of potential violence and over 6,500  
7 Pages and Groups tied to more than 300 Militarized Social Movements. But we believe these  
8 efforts need to be strengthened when addressing QAnon. Starting today, we will remove any  
9 Facebook Pages, Groups and Instagram accounts representing QAnon, even if they contain no  
10 violent content. This is an update from the initial policy in August that removed Pages, Groups  
11 and Instagram accounts associated with QAnon when they discussed potential violence while  
12 imposing a series of restrictions to limit the reach of other Pages, Groups and Instagram accounts  
13 associated with the movement. Pages, Groups and Instagram accounts that represent an identified  
14 Militarized Social Movement are already prohibited. And we will continue to disable the profiles  
15 of admins who manage Pages and Groups removed for violating this policy, as we began doing  
16 in August. Again, it is important to note that they said they were removing Pages, Groups and  
17 Instagram accounts associated with the movement in August but never said anything about we  
18 will continue to disable the profiles of admins who manage Pages and Groups removed for  
19 violating this policy, as we began doing in August.

20  
21  
22 20. The Plaintiff also asks the court to note that in mid-October he attempted to delete the  
23 Qanon page to follow Facebook policy. He did this in good faith after becoming aware of the  
24 Policy. Facebook has a safeguard in place that requires you to wait 14 days before you can delete  
25 a Facebook pages. See Exhibit R. So, the Plaintiff ultimately had his account disabled even  
26 though he was attempting to comply with their policies. It's important to know he was not  
27  
28

1 required as he was not notified, nor did he consent. This is Facebook unilaterally changing a  
2 contractual agreement without notifying the parties of the agreement. They then seek  
3 to hold the parties accountable to their new requirements even though they never previously  
4 notified, nor did they give time for the Plaintiff to follow new said terms. It's also important to  
5 note that the policy seems to only apply to individuals Facebook seeks to target. Keep in mind  
6 that none of the content on this page was related to QAnon. In fact, the majority of news outlets  
7 that covered the story had more information about this conspiracy theory than the page that  
8 caused the Plaintiffs account to be disabled.  
9

10 21. Less than a month and a half after initial Facebook ads were bought to invest in a  
11 business page following and audience Facebook disabled the account after making over \$10,000  
12 from the Plaintiff. Again, it is important to note that Facebook engaged in a business transaction  
13 in which they sold advertising to build a following on multiple pages owned by the Plaintiff.  
14 Then they took the Plaintiffs access to pages owned by him. They have not refunded the  
15 Plaintiff, in fact they continued to charge him after stealing pages belonging to him.  
16

17 22. The week before Facebook disabled the account, they charged the Plaintiff \$5,137 for  
18 an audience they took away less than 6 days later. Again, pages belonging to the Plaintiff. (See  
19 Exhibit I) As stated in this complaint, Facebook acknowledge the pages belong to the Plaintiff.  
20

21 23. The Defendant have a history of disabling accounts without any explanation. (See  
22 citations below) It is the belief of many that Facebook changed its policies days before the  
23 election and that is why many of the accounts were disabled. Facebook has not admitted this.  
24 however, it is important to note that the Plaintiff did not agree to any such rules or changes to  
25 any contractual agreements.  
26

27 24. The Defendant has not shown that the Plaintiff violated any rules on each platform  
28

1 that he was banned from. In fact, they have stated multiple times that they really can't say why  
 2 his account was disabled. They claim that he is a threat to their platform but have not provided  
 3 any evidence to support this. Their actions are in bad faith. For example, the citizen journalism  
 4 organization Project Veritas was able to uncover that that content moderators remove people  
 5 without cause based on political view in bad faith. In one video a content moderator can be seen  
 6 saying "If someone is wearing a MAGA hat, I am going to delete them for terrorism."<sup>1</sup> This is  
 7 clearly bad faith. It is also important to note that the Plaintiff alleges Mark Zuckerberg  
 8 committed perjury before the United States Congress when he said, "none of the changes we  
 9 make are target in any kind of biased way." Yet here you have someone blocking for wearing a  
 10 hat.  
 11

12  
 13 25. Another example of this, would be when the Plaintiff would get messages such as  
 14 telling him to kill himself and he would report it to Facebook, and they would not act on these  
 15 reports. They would say it is not against their community standards. This shows bad faith.  
 16 Especially since these kinds of messages are against the law. Had the Plaintiff acted on these  
 17 statements the individuals who sent them could be prosecuted. See Commonwealth v Michelle  
 18 Carter. She argued that she had the right to free speech and the Supreme Court left in place the  
 19 Massachusetts Supreme Court ruling that she did not.  
 20

21 26. The final example of acting in bad faith is when Mark Zuckerberg said this to his  
 22 friend in regard to user data<sup>2</sup>:  
 23

24       Zuckerberg: Yeah so if you ever need info about anyone at Harvard

25       Zuckerberg: Just ask.  
 26

---

27 <sup>1</sup> <https://www.projectveritas.com/news/facebook-content-moderator-ifsomeone-is-wearing-a-maga-hat-i-am-going-to/>

28 <sup>2</sup> <https://www.esquire.com/uk/latest-news/a19490586/mark-zuckerbergcalled-people-who-handed-over-their-data-dumb-f/>

1           Zuckerberg: I have over 4,000 emails, pictures, addresses, SNS

2           [Redacted Friend's Name]: What? How'd you manage that one?

3           Zuckerberg: People just submitted it.

4           Zuckerberg: I don't know why.

5           Zuckerberg: They "trust me"

6           Zuckerberg: Dumb fucks.

7  
8       Clearly, Mark Zuckerberg thinks the people who use the Facebook products are suckers, and he  
9       shows that he has no intentions of engaging in good faith or protecting the user data.

10           A. For example, Facebook collected the content of Plaintiffs' messages without  
11       his consent. The Plaintiff only found this out after looking at their current Terms of Service  
12       which he is not bound by as he never consented nor received notification of. See Douglas v Talk  
13       America. It is important to note that much of the information sent on Facebook is information  
14       that would be protected by HIPPA, FERPA, and many other privacy acts.

15           B. Here is a list of items Facebook tracked without the Plaintiffs consent (Please  
16       note this list only includes items that the Plaintiff is aware of:

17                   i. Information about his personal devices including (Hardware, Software  
18                   Versions, Battery Level, Signal Strength, Storage, App, File names, etc.

19                   ii. Device ID's and Identifiers

20                   iii. Bluetooth, Wi-Fi, and other information

21                   iv. Transactions (Both on Facebook products and off) (They track the  
22                   third-party transactions of the Plaintiff)

23                   v. Plaintiffs communications with 3rd parties

24                   vi. Information from third parties (Important to note that Facebook may  
25  
26  
27  
28

1 get information from advertisers, app developers, and publishers even when someone has not  
2 consented to that information being released to Facebook)

3 C. Facebook exposed millions of people s data including the Plaintiffs  
4 information when it allowed for the release of information without consent to Cambridge  
5 Analytica. This information included public profile access, page likes, date of birth, current city,  
6 newsfeed, timeline, and messages. It was a harvesting scheme to create a profile on subjects from  
7 which the data was stolen. It also put people in danger by giving someone their locations. Not  
8 only did Facebook not protect users from this scheme when it had a failure to warn but it was  
9 negligent by attempting to cover up the scheme. (Important to note that the 9th Circuit Court of  
10 Appeals held in Jane Doe No. 14 v Internet Brands, Inc that immunity for claims of negligence  
11 does not apply.) They also attempted to mislead the public and journalists about how bad the  
12 scheme was.  
13

14 D. The Defendant allows individuals to track you using personally identifiable  
15 information and then use that information to display ads in front of you. See Exhibit N. They do  
16 not give you the ability to turn this off nor do they give you the ability to remove this  
17 information that was uploaded to their systems without your consent.  
18

19 34. It's also important to note that when the plaintiff originally bought his Oculus Go device, he  
20 did so with the premise that you did not need to have a Facebook account and while he used his  
21 Facebook account to login at the time there was a way to set up an account completely separate  
22 from Facebook. They took this ability away thereby insuring that the Plaintiff could not use the  
23 device he paid for.  
24

25 35. The Plaintiff has approached the Defendant to attempt to resolve these situations. The  
26 Defendant chose to mislead the plaintiff by saying they would respond with more information  
27  
28

1 and work to seek a resolution and then began ignoring and blowing off the Plaintiff. Evidence  
2 will be introduced in court do support this claim.

3 A. In accordance with the Statement of Rights and Responsibilities, the Plaintiff  
4 attempted to contact Facebook to resolve this dispute directly. The terms regarding the Plaintiff's  
5 contract with the Defendant states If you have questions or complaints regarding our Data Use  
6 Policy or practices, please contact us by mail at 1601 Willow Road, Menlo Park, CA 94025 if  
7 you reside in the U.S. or Canada, or at Facebook Ireland Ltd., Hanover Reach, 5-7 Hanover  
8 Quay, Dublin 2 Ireland if you live outside the U.S. or Canada. Anyone may also contact us  
9 through this help page<sup>28</sup>. He also attempted to contact them via the form in the agreement which  
10 is broken. See Exhibit J.

11  
12  
13 36. At this time, the Plaintiff seeks to advise the court of a grand jury subpoena issued by  
14 the Southern District of New York in response to a criminal investigation where the Plaintiff is a  
15 witness. (See Exhibit L, please note the Plaintiff has blurred out identifying information of the  
16 investigated parties but is happy to submit to the court and the Defendant under seal to protect  
17 the government's investigation) The data of that Facebook holds is required in order for the  
18 Plaintiff to continue cooperating with the government. In addition, the information is vital to any  
19 potential defense on the part of the Plaintiff. Facebook says on their website regarding data  
20 Parties to litigation may satisfy party and non-party discovery requirements relating to their  
21 Facebook accounts by producing and authenticating the content of communications from their  
22 accounts and by using Facebook's "Download Your Information" tool, which is accessible  
23 through the Settings drop down menu. If a person cannot access their content, Facebook may, to  
24 the extent possible, attempt to restore access to deactivated accounts to allow the person to  
25 collect and produce their content. However, Facebook cannot restore account content that had  
26  
27  
28

1 been deleted. Facebook preserves account content only in response to a valid government  
 2 request. Facebook has the ability to give the Plaintiff the data that they already admit belong to  
 3 the Plaintiff but are refusing to do so. This tool is called Download Your Information.<sup>30</sup> Your  
 4 Information being the keyword.

5  
 6 37. Facebook is in breach of contract and violation of due process. According to rules set  
 7 by Facebook, due process is required People using Facebook s services and Facebook itself  
 8 may bring forward content for board review. The board will review and decide on content in  
 9 accordance with Facebook’s content policies and values. A couple of issues with this whole  
 10 process. Facebook disabled the account of the Plaintiff without allowing him to appeal in  
 11 violation of their own standards. Facebook admits that the Plaintiff has the right to appeal their  
 12 decision in multiple forms.<sup>31</sup> This includes disputing the ruling with Facebook (which the  
 13 Plaintiff did via email since he did not have access to the support panel anymore), and appealing  
 14 to the Oversight Board (which the Plaintiff was not allowed to do although the policy was  
 15 already in place when they disabled his account). The bylaws state The board will review cases  
 16 where people disagree with the outcome of Facebook s decisions and have exhausted the appeals  
 17 process with Facebook. They further state that all content is eligible for review except<sup>32</sup>:

18  
 19 The following types of content are not available for the board s review, unless  
 20 reassessed in the future by Facebook:

- 21  
 22 • Content types: content posted through marketplace, fundraisers, Facebook dating,  
 23 messages, and spam.
- 24  
 25 • Decision types: decisions made on reports involving intellectual property  
 26 or pursuant to legal obligations.
- 27  
 28 • Services: content on WhatsApp, Messenger, Instagram Direct, and Oculus.



- Where the underlying content has already been blocked, following the receipt of a valid report of illegality, and not removed for a Community Standards violation;
- Where the underlying content is criminally unlawful in a jurisdiction with a connection to the content (such as the jurisdiction of the posting party and/or the reporting party) and where a board decision to allow the content on the platform could lead to criminal liability for Facebook, Facebook employees, the administration, or the board's members; or
- Where the underlying content is unlawful in a jurisdiction with a connection to the content (such as the jurisdiction of the posting party and/or the reporting party) and where a board decision to allow the content on the platform could lead to adverse governmental action against Facebook, Facebook employees, the administration, or the board's members.

38. Facebook admits that when you create a Facebook group it belongs to you. Again, this goes back to their statements that it is your group. They allow these groups to be active even after disabling the Plaintiffs account. See Exhibit M. They take away the ability for the Plaintiff to control his own groups. They allow others to continue using his groups.

39. Facebook pays third party fact checkers" to check viral misinformation. However, this is actually not what they do. To start, Facebook hires biased fact checkers to check what is sometimes conflicting information. For example, by looking up some of the sources you will see that they favor one side or the other. The Daily Caller's Check Your Fact and the Dispatch favor conservatives while Science Feedback and USA Today favor liberals.

1 40. It is important to note that Facebook is liable under the Lachman Act when it competes  
2 against newspapers on its platform. They use an algorithm to determine what stories are  
3 performing well and then they try to prove them wrong and promote their own self stories. It  
4 is important to note that Facebook pays for the fact checking service<sup>3435</sup>. Not only do they pay  
5 these companies to fact check but they then use techniques designed to shrink the reach of  
6 publishers by making their algorithm not show posts that they disagree with. The Plaintiff has  
7 seen the fact checkers admit were wrong, and it caused the reach of his posts to be cut. This  
8 information will come out in discovery. Nieman Lab reported company's fact checking partners  
9 received between USD\$850-\$1790 per fact check in July 2019<sup>37</sup>. Facebook is actively  
10 competing against publishers by employing these individuals to censor posts using their  
11 algorithm. They are actively conspiring and competing with publishers.

14 41. TX HB 4390 states (b) A person who conducts business in this state and owns or  
15 licenses computerized data that includes sensitive personal information shall disclose any breach  
16 of system security, after discovering or receiving notification of the breach, to any individual  
17 whose sensitive personal information was, or is reasonably believed to have been, acquired by an  
18 unauthorized person. The disclosure shall be made without unreasonable delay and in each case  
19 not later than the 60th day after the date on which the person determines that the breach, except  
20 as provided by Subsection (d) or as necessary to determine the scope of the breach and restore  
21 the reasonable integrity of the data system. Facebook failed to protect the privacy of its users  
22 when it allowed millions of account data to be stolen. They violated state law by not  
23 informing the Plaintiff or those similarly situated within 90 days.

26 42. TEXAS BUSINESS AND COMMERCE CODE TITLE 2, CHAPTER 17 DECEPTIVE  
27 TRADE PRACTICES says, except as provided in Subsection (d) of this section, the term  
28

1 "False, misleading, or deceptive acts or practices" includes, but is not limited to, the following  
2 acts: (9) advertising goods or services with intent not to sell them as advertised and (7)  
3 representing those goods or services are of a particular standard, quality, or grade, or that goods  
4 are of a particular style or model, if they are of another." Facebook acted illegally when they sold  
5 the oculus device and then rendering it useless based on the disabling of the users account and  
6 access to the device.

8 43. Facebook represented that Moates was banned under their Qanon policy<sup>3</sup>. Admitting they  
9 considered Moates to be a member of the Qanon movement. On a press release on 19 January  
10 2021, they called members banned under this policy "Dangerous Individuals," "militarized social  
11 movements," and "violence-inducing conspiracy networks, such as Qanon." These statements  
12 are libelous. Furthermore, the boast "we also removed about 3,000 Pages, 9,800 groups, 420  
13 events, 16,200 Facebook profiles, and 25,000 Instagram accounts for violating our policy against  
14 QAnon."<sup>4</sup>

16 44. Plaintiff DC Chronicle was harmed because of the actions taken on Moates' account. The  
17 pages they used for their business model and to share news were disabled. The groups they used  
18 for their business model were disabled. Their access to Instagram and Crowdtangle were  
19 disabled.

21 45. Plaintiff DC Chronicle was harmed because of the actions taken on Moates' account. The  
22 analytical data on their news postings was stolen by Facebook when they disabled the account.

24 46. Plaintiff DC Chronicle was harmed because of the actions taken on Moates' account. All  
25 communications used by DC Chronicle were stolen by Facebook when they disabled the  
26 account.

27  
28 <sup>3</sup> <https://storage.courtlistener.com/recap/gov.uscourts.txed.202288/gov.uscourts.txed.202288.28.0.pdf>

<sup>4</sup> <https://about.fb.com/news/2020/08/addressing-movements-and-organizations-tied-to-violence/>

**V. CAUSES OF ACTION**

**A. DEFMATION OF CHARACTER – LIBEL (Texas CPR, Title 4, Chapter 73)**

1. All previous allegations are incorporate herein by reference.

2. Mr. Moates is a private individual who does not hold public office nor is a public figure for any purpose.

3. The foregoing statements made and published by the Defendant were statements made of fact that were false, misleading, or lacked context.

4. The statements made by Defendant directly and indirectly referred to the Plaintiff.

5. The statements made by the Defendant were libelous per se because they have injured Mr. Moates reputation and exposed him to public hatred, contempt, ridicule, and financial injury.

6. The statements made by the Defendant were libelous per se because they injured Mr. Moates in his home, profession, and various occupations.

7. In the alternative, the foregoing statements made and published by the Defendant were libelous through innuendo and implication. The Defendant engaged in the omission of facts and context to frame their narrative. Since the Plaintiff was a former contributor, they had his email on file.

8. Defendant are strictly liable for damages caused by the libel.

9. Alternatively, Defendant knew the foregoing defamatory statements were false or reckless with regard to the accuracy of the statements.

10. Alternatively, Defendant knew or should have known the defamatory statements were false. In addition, they did not do their due diligence.

11. Mr. Moates is entitled to recover nominal damages, general damages, special damages, and exemplary damages.

**B. Breach of Contract – Material Misrepresentation of Fact, Material Breach (Texas Statutory and Common Law)**

1. A legally binding contract was formed between Moates and the Defendant.
2. The offer was accepted by Moates.
3. This contract did not apply to DC Chronicle and to date DC Chronicle has not signed an agreement with the Defendant.
4. The contract is Statement of Rights and Responsibilities from 2014. Moates has not been notified or agreed to any new agreements. According to precedent set by the Supreme Court of the United States, no new terms can apply because Moates has not been notified. See Douglas v Talk America Inc.
5. The Plaintiffs paid for services including but not limited to use of user data for advertising by the Defendant, and monetary exchange.
6. Defendant breached their contract by not providing the platforms and disabling the user accounts without cause. By charging the Plaintiff for services not rendered. By enforcing a contract the Plaintiff did not agree too.
7. The Plaintiffs were damaged monetarily, emotionally, and suffered a loss of important data, reach, and communications.
8. The Defendant breached multiple contracts when they disabled all subsequent accounts including Instagram, Oculus, Crowdtangle, and Whatsapp.
9. The Defendant disabled multiple accounts in violation of the Statement of Rights and Responsibilities. The Statement of Rights and Responsibilities does not have any prevision for the deactivation of Instagram, Oculus, Whatsapp, and Crowdtangle accounts. Furthermore, they deactivated the Facebook account without cause. The contract states “If you violate the letter or

1 spirit of this Statement, or otherwise create risk or possible legal exposure for us, we can stop  
 2 providing all or part of Facebook to you.” The Defendant did no such thing. Simply having a  
 3 non-violent page titled Qanon is not legal exposure because any claims brought by the  
 4 government for simply titling a page Qanon would be protected by the First Amendment.  
 5

6 10. The Defendant breached a contract by making the false representation that “you own all the  
 7 content and information you post on Facebook.” If that is the case why is Facebook holding the  
 8 Plaintiffs data hostage and not releasing what they admit belongs to the Plaintiffs<sup>5</sup>.

9 11. The Defendants breached a contract by promising to “provide you with seven days notice and  
 10 an opportunity to comment on changes to this statement.” That did not happen.

11 12. The Defendants subsequent Terms are unenforceable because they say that “any amendment  
 12 or waiver to the statement must be made in writing and signed by us.” None of the future terms  
 13 are signed.  
 14

### 15 **C. Texas Deceptive Trade Practices Act**

16 1. The Plaintiffs were a consumer of the Defendant.

17 2. The Defendant advertised goods or services with intent not to sell them as advertised. This  
 18 included selling ads for the pages, selling the Oculus and then rendering it useless, and promising  
 19 services not provided. This also includes accepting payment of the Plaintiffs data but then not  
 20 providing the payment of service to them. The Defendant made and continue to make false  
 21 claims while trying to sell their products including but not limited to stating that they are “your  
 22 pages,” “your groups,” and “you can download your data at any time.” The Defendant charged  
 23 the Plaintiff thousands of dollars in the weeks leading up to his disabled account and they  
 24  
 25  
 26  
 27  
 28

---

<sup>5</sup> <https://storage.courtlistener.com/recap/gov.uscourts.txed.202288/gov.uscourts.txed.202288.28.2.pdf>

1 represented he would build a following this way. This was a lie intended to mislead him into  
2 their scam of taking money.

3 3. The Defendant promoted a pyramid promotional scheme, as defined by Section 17.461. The  
4 statute says, “A person commits an offense if the person contrives, prepares, establishes,  
5 operates, **advertises**, sells, or **promotes a pyramid promotional scheme**.” Facebook approved  
6 advertising and continues<sup>6</sup> to advertise and promote Advocare. The FTC determined that  
7 Advocare was a pyramid scheme and Advocare admitted and settled<sup>7</sup>.

8 4. The Defendant knew at the time that the Plaintiff was advertising that they planned to suspend  
9 his account, but they did not notify him. Instead, they continued to bill him for a following they  
10 knew they were going to take away. The failure to disclose information concerning goods or  
11 services known at the time of the transaction and was used to induce the consumer into a  
12 transaction whom otherwise would not have entered had the information been disclosed. It is  
13 clear the Plaintiffs would not have paid for a following they did not expect to keep.  
14

15 5. The Defendants mislead individuals by willingly changing the goals of advertisers without  
16 telling them or notifying them. They admit to “we may broaden the targeting criteria you  
17 specify.”<sup>8</sup>

#### 20 **D. Aiding and Encouraging Suicide (PENAL § 22.08. Aiding Suicide)**

21 1. Multiple Facebook users had told Plaintiff Moates to kill himself. Each time Moates reported  
22 these messages to Facebook and each time after Facebook staff reviewed the comments, they  
23

24  
25 <sup>6</sup>

26 [https://www.facebook.com/ads/library/?active\\_status=all&ad\\_type=all&country=US&view\\_all\\_page\\_id=258046150625&sort\\_data\[direction\]=desc&sort\\_data\[mode\]=relevancy\\_monthly\\_grouped&search\\_type=page&media\\_type=all](https://www.facebook.com/ads/library/?active_status=all&ad_type=all&country=US&view_all_page_id=258046150625&sort_data[direction]=desc&sort_data[mode]=relevancy_monthly_grouped&search_type=page&media_type=all)

27 <sup>7</sup> <https://www.ftc.gov/news-events/press-releases/2019/10/multi-level-marketer-advocare-will-pay-150-million-settle-ftc>

28 <sup>8</sup> <https://storage.courtlistener.com/recap/gov.uscourts.txed.202288/gov.uscourts.txed.202288.28.2.pdf>

1 said that it was not against their terms and that no action would be taken. Thereby promoting the  
2 message sent by the users.

3 **E. Data/Cyber Security – (Tex. Bus. & Com. Code § 521.052(a))**

4 1. Facebook failed to take appropriate actions to protect the data of its users and as a result, the  
5 Plaintiffs data was exposed to unauthorized users during the Cambridge Analytica scandal.

6 2. Facebook failed to notify the public regarding the breach and attempted to cover up how bad it  
7 was in violation of the law, Sec 521.053<sup>9</sup>. Facebook accepted responsibility for the mistake,  
8 thereby making them liable<sup>10</sup>.

9 3. In September 2018, Facebook again failed to take appropriate actions to protect the data of its  
10 users and as a result, the Plaintiffs data was exposed to unauthorized users in which they could  
11 see all the Plaintiffs private content. This was right after the Cambridge Analytica scandal.

12 4. Again, Facebook failed to notify the effected users.

13 5. In March 2019, Facebook was exposed for storing millions of user's passwords in plain-text  
14 files. Any of the thousands of Facebook employees had access to these passwords. This was  
15 extremely reckless<sup>11</sup>.

16 6. It was subsequently exposed that Facebook did the same thing for millions of Instagram  
17 users<sup>12</sup>.

18 7. Again, in both instances they did not notify affected users.

19  
20  
21  
22  
23  
24  
25  
26 <sup>9</sup> <https://www.bbc.com/news/technology-56815478>

27 <sup>10</sup> <https://www.politico.com/story/2018/04/04/facebook-cambridge-analytica-data-users-502064>

28 <sup>11</sup> <https://krebsonsecurity.com/2019/03/facebook-stored-hundreds-of-millions-of-user-passwords-in-plain-text-for-years/>

<sup>12</sup> <https://techcrunch.com/2019/04/18/instagram-password-leak-millions/>



1 8. In two separate instances in April and September of 2019, Facebook information was exposed  
2 placing user information on a sever giving people access to users phone numbers, names, gender,  
3 and locations.

4 9. Again, in both instances they did not notify affected users<sup>13</sup>.

5 10. In December of 2019, Facebook exposed 300 million users by giving hackers access to their  
6 API which allowed them to scrape phone numbers, names, and user ID's which were posted on  
7 the dark web<sup>14</sup>. Subsequent information about a second server came out in March 2020.

8 11. Again, in both instances they did not notify affected users.

9 12. Facebook failed in multiple instances to "implement and maintain reasonable procedures,  
10 including taking any appropriate corrective action, to protect from unlawful use or disclosure any  
11 sensitive personal information collected or maintained by the business in the regular course of  
12 business" and to "A person who conducts business in this state and owns or licenses  
13 computerized data that includes sensitive personal information shall disclose any breach of  
14 system security, after discovering or receiving notification of the breach, to any individual whose  
15 sensitive personal information was, or is reasonably believed to have been, acquired by an  
16 unauthorized person."  
17

18 13. As alleged above, 2<sup>nd</sup> Defendants made information accessible to Facebook through the  
19 Plaintiffs cell phone including tracking internet browsing data, biometric data, health data,  
20 location data, financial data, phone usage data, search history, and identifiers.  
21  
22  
23  
24  
25  
26

27 <sup>13</sup> <https://www.technologyreview.com/2019/09/05/133154/facebook-has-leaked-419-million-phone-numbers/>

28 <sup>14</sup> <https://newyork.cbslocal.com/2019/12/20/facebook-dark-web-data-breach/>

**F. Biometric Data – (Tex. Bus. & Com. Code § 503.001)**

1. At no time has Facebook provide informed consent required for the collection of biometric identifiers as required by law.

2. Facebook ran a program called “Tag Suggestions” which works by scanning photographs uploaded by a user and then identifies faces appearing in those photographs. Tag Suggestions uses proprietary facial recognition software to extract from user-uploaded photographs the unique biometric identifiers (i.e., graphical representations of facial features, also known as facial geometry) associated with people’s faces. Facebook did not disclose its biometrics data collection to its users, nor does it even ask users to acknowledge, let alone consent to, these practices

3. From 2015 forward, Instagram collects and stores biometric data of more than 100 million users, without their knowledge or consent. Facebook then uses the data to “bolster its facial recognition abilities across all of its products, including the Facebook application, and shares this information among various entities. Facebook does all of this without providing any of the required notices or disclosures required by Texas law.”<sup>15</sup>

4. At no time did the Plaintiff provide consent to AT&T to transmit said data to Facebook.

**F. Right to Adequate Assurance of Performance (Tex. Bus. & Com. Code § 2.06)**

1. Texas law requires “A contract for sale imposes an obligation on each party that the other's expectation of receiving due performance will not be impaired.” Defendant violated the law by impairing the Plaintiff (Moates) access to use the software on his Oculus Quest 2 and Oculus Go.

---

<sup>15</sup> <https://www.thedailybeast.com/how-facebook-fights-to-stop-laws-on-facial-recognition>

1 2. When Facebook disabled the accounts of Moates Facebook, Instagram, Crowdtangle,  
2 Whatsapp and Messenger, it violated the law by impairing the product to which Moates and DC  
3 Chronicle had a reasonable expectation of receiving.

4  
5 **IV. INJUNCTIVE RELIEF**

6 1. Plaintiffs request the court enter a permanent injunction requiring the Defendant to:

- 7 a. Reactivate the accounts;  
8 b. Provide the Plaintiffs with the data from the accounts;  
9 c. Reactivate the software on the Oculus devices;
- 10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**XI. DAMAGES AND PRAYER**

WHEREFORE PREMISES CONSIDERED, Plaintiff Michael Moates asks the court to issue a citation for each Defendants to appear and answer, and that Plaintiff be awarded a judgement against Defendants for the following:

- a) Nominal damages;
- b) General damages;
- c) Actual damages;
- d) Special damages;
- e) Exemplary damages;
- f) Pre and post judgement interest;
- g) compensatory damages;
- h) injunctive relief

Respectfully Submitted,

/s/ Michael S. Moates

Michael Moates, Pro Se

[Michaelsmoates@gmail.com](mailto:Michaelsmoates@gmail.com)

817-999-7534

2700 Colorado Boulevard #1526

Denton, TX 76210

## **EXHIBIT 2**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Exhibit A**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

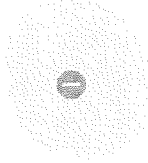
FACEBOOK



What's on your mind? Write something...



Log In



Michael Moates



Page has been deleted

**Total spent by Page on ads about social issues, elections or politics**

May 7, 2018 - Nov 22, 2020  
United States

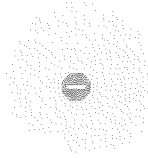
**\$9,941**

[See spend details](#)

**Recently spent by Page on ads about social issues, elections or politics**

7 days • Nov 16 - Nov 22, 2020  
United States

**\$0**



DC Chronicle News



Page has been deleted

**Total spent by Page on ads about social issues, elections or politics**

May 7, 2018 - Nov 22, 2020  
United States

**\$605**

[See spend details](#)

**Recently spent by Page on ads about social issues, elections or politics**

7 days • Nov 16 - Nov 22, 2020  
United States


**\$0**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Exhibit B**



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

 Header

Hi Michael,

We found that **DC Chronicle News** didn't follow our Community Standards. It's against our standards to mislead people or Facebook by things like:

- Misrepresenting your Page's identity or purpose
- Using multiple Facebook accounts or sharing accounts between multiple people
- Creating new accounts or taking other actions to avoid restrictions on posting, commenting or sharing too much
- Making it difficult to know your content's origin or making your content seem more popular than it is

We may unpublish, restrict or reduce the distribution of your Page if it goes against these or any of our other Community Standards again. These standards are in place to help keep Facebook safe for everyone.

[View Community Standards](#)

Thanks,  
The Facebook Team

---

This message was sent to michael.moales@thenarrativetimes.org

 Header

Facebook Inc. Attention: Community Support, 1 Facebook Way, Menlo Park, CA 94025

**Exhibit C**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 **Facebook** <case++aazqbxwp2fiwm4@support.facebook.com>  
2 to Michael, me

Thu, Oct 8, 3:44 AM



3 Hi Michael,

4 This is Hannah with Facebook Concierge Support. I am writing in regards to your concern about email notifications you are getting from our Facebook Team.

5 We would like to thank you for sending us the information we recently requested. We were able to investigate and seeing that we the Page <https://www.facebook.com/dcchroniclenews/> is in good standing.

6 I understand that this may have cause confusion on your part and we would like to apologized. Furthermore, please have this reported as a bug by following this link: <https://www.facebook.com/help/1126628984024935>

7 You may also review our Community Standards to learn more about our policies: <https://www.facebook.com/communitystandards/>

8 I hope that I was still able to answer your questions and addressed your concerns correctly. If you ever need further support, please do not hesitate to reach out to us and we will get back to you soonest possible. You may initiate a new chat via <https://www.facebook.com/business/help>.

9 I am really glad that we could at least get some clarity on this matter. Please help us improve by taking a few minutes to complete a survey about your experience with me. We always want to hear from our advertisers about how we can improve the platform. The best way of doing that is by filling out our feedback form: <https://www.facebook.com/help/contact/268228883256323>. We suggest that you keep an eye on the issue and keep testing to see if a platform change / restores proper functionality to you.

10 We will proceed to close this ticket now. I hope the above clarifies and I want to thank you for bringing this issue to our attention. To support you better, Facebook's online support hours are from 08:00 to 20:00 UTC+8 (11:00 to 23:00 UTC+11), Mondays to Saturdays.

11 Thank you for contacting Facebook Concierge Support and we wish you all the best for your business!

12 Best regards,

13 Hannah

14 Concierge | Facebook Support - To learn more about growing your business on Facebook, visit: <https://fb.me/learn-blueprint>

15 ...

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Exhibit D**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

facebook

Log Out

**Your Account Has Been Disabled**

For more information please visit the Help Center.

Your account was disabled on Oct 20, 2020. If you think your account was disabled by mistake you can submit more information via the Help Center for up to 30 days after your account was disabled. After that, your account will be permanently disabled and you will no longer be able to request a review.

[Go To Help Center](#)

English (US) Español Français (France) 中文(简体) العربية Português (Brasil) 한국어 Italiano Deutsch हिन्दी 日本語 +

Sign Up Log In Messenger Facebook Lite Watch People Pages Page Categories Places Games Locations Marketplace Facebook Pay  
Groups Jobs Oculus Portal Instagram Local Fundraisers Services Voting Information Center About Create Ad Create Page Developers  
Careers Privacy Cookies Ad Choices Terms Help

Facebook © 2020

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Exhibit E**

Instagram

Log Into Another Account



### Thanks for Providing Your Info

We'll review your info and if we can confirm it, you'll be able to request a review in the Help Center within approximately 24 hours.

Done

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Exhibit F**



1 Help

15 messages

2 Michael Moates <michael.moates@thenarrativetimes.org>  
To: Carolyn Everson <carolyn@fb.com>

Tue, Oct 20, 2020 at 9:15 PM

3 Carolyn,

First, let me say thank you for all the help you've given me in the past. Tonight I am in tears and my mother was crying earlier. We've lost all of my high school photos because Facebook disabled my account. It's my understanding that this might be an error given some of my colleagues who have had issues and had them restored. Not to mention I had issues with my account last week when I submitted a ticket to media support they said my account was in good standing. Not only have I lost my memories which I hold dear to my heart my page with my fans over 195k is also gone. Can you please help me get this fixed?

4 It's my life, my job, and I am desperate for help.

5 My accounts are

<https://www.facebook.com/realmichaelmoates> (profile)

<https://www.facebook.com/michaelmoates> (page)

<https://www.instagram.com/michaelmoates>

6 Thanks,

Michael

7 Carolyn Everson <carolyn@fb.com>  
To: Michael Moates <michael.moates@thenarrativetimes.org>  
Cc: Meghan Orbe <morbe@fb.com>, Conrad Gibson <cf@fb.com>

Wed, Oct 21, 2020 at 6:18 AM

8 Hi

Looking into it as we speak. Meg, my business lead and Conrad will be on this as well.

9 So sorry this happened—hoping for some resolution

10 C.

11 Conrad Gibson <cf@fb.com>  
To: Michael Moates <michael.moates@thenarrativetimes.org>

Wed, Oct 21, 2020 at 6:30 AM

Carolyn and Meg to BCC

Hi Michael, I'll get started on this right away. Can you please advise the email address that was associated with the disabled Facebook account?

12 Cheers,  
Conrad

13 Conrad Gibson

Global Business Group

225 Park Avenue South, 10<sup>th</sup> floor, New York, NY 10003

Facebook | Mobile +1 501 485 2634 | Email cf@fb.com

14 On Oct 21, 2020, at 7:18 AM, Carolyn Everson <carolyn@fb.com> wrote:

15 

16 Michael Moates <michael.moates@thenarrativetimes.org>  
To: Conrad Gibson <cf@fb.com>

Wed, Oct 21, 2020 at 8:27 AM

17 Michael Moates@thenarrativetimes.org

18 Thank you so much!

Sent from my iPhone

19 On Oct 21, 2020, at 6:31 AM, Conrad Gibson <cf@fb.com> wrote:

Carolyn and Meg to BCC

20 Conrad Gibson <cf@fb.com>  
To: Michael Moates <michael.moates@thenarrativetimes.org>

Wed, Oct 21, 2020 at 8:30 AM

21 Thanks, Michael! I'll be in touch once I have an update from the account team.

22 Conrad Gibson

Global Business Group

225 Park Avenue South, 10<sup>th</sup> floor, New York, NY 10003

24 Facebook | Mobile +1 501 485 2634 | Email cf@fb.com

25 PAUL GOOD

26 

27

28

Michael Moates <michael.moates@thenarrativetimes.org>  
To: Conrad Gibson <cfj@fb.com>

Wed, Oct 21, 2020 at 9:01 AM

Okay. Much appreciated. Do you have an expected time frame? I'm sorry, I really hope it's not something I did. :(  
Sent from my iPhone

On Oct 21, 2020, at 8:47 AM, Conrad Gibson <cfj@fb.com> wrote:

Thanks, Michael! I'll be in touch once I have an update from the account team.

Conrad Gibson

Global Business Group

225 Park Avenue South, 13<sup>th</sup> floor New York, NY 10003

Facebook | Mobile: +1 931 465 2634 | Email: cfj@fb.com

<image001.gif>

New York, NY

Michael Moates <michael.moates@thenarrativetimes.org>  
To: Carolyn Everson <carolyn@fb.com>  
Cc: Meghan Orbe <morbe@fb.com>, Conrad Gibson <cfj@fb.com>

Wed, Oct 21, 2020 at 3:01 PM

Conrad,

Quick question. While we sort this out will all of my data be preserved? Also, do you have an idea on timing?

Thanks,

Michael

Sent from my iPhone

On Oct 21, 2020, at 6:18 AM, Carolyn Everson <carolyn@fb.com> wrote:

Carolyn Everson

Conrad Gibson <cfj@fb.com>  
To: Michael Moates <michael.moates@thenarrativetimes.org>

Wed, Oct 21, 2020 at 4:47 PM

Carolyn and Meg to BCC

Hi Michael! No updates just yet, but I can assure you the team is working on this and I'll revert back as soon as I have additional information.

Cheers,

Conrad

Conrad Gibson

Global Business Group

225 Park Avenue South, 13<sup>th</sup> floor New York, NY 10003

Facebook | Mobile: +1 931 465 2634 | Email: cfj@fb.com

FACEBOOK

From: Michael Moates <michael.moates@thenarrativetimes.org>  
Date: Wednesday, October 21, 2020 at 4:01 PM  
To: Carolyn Everson <carolyn@fb.com>  
Cc: Meghan Orbe <morbe@fb.com>, Conrad Gibson <cfj@fb.com>  
Subject: Re: Help

Conrad

New York, NY

Michael Moates <michael.moates@thenarrativetimes.org> Fri, Oct 23, 2020 at 5:37 AM  
To: Conrad Gibson <cg@fb.com>, Carolyn Everson <carolyn@fb.com>

Conrad,

I know the team is still working on my account however, I wanted to share a few pieces of information with you.

First, I was having issues with my account the week before it was shut down and I submitted a ticket to the media portal asking for assistance to make sure I was in compliance and was told by Facebook's support team that my pages were in "good standing." The support number for your reference is 685631522349360.

Secondly, I have put nearly \$10,000 in ads on FB since May of this year. I paid Facebook \$1500 the day before my account was disabled and was unable to use the money I paid/invested in ads.

Thirdly, around 50 college students who work for my 501(c)3 non-profit charity depend on my ability to have access to our FB pages. They are news interns who write for my organization and get published so they can earn college credits. This has been detrimental to them and me. I am not sure what to tell them or my staff at this time. We are going on day four and I am wondering if I should tell them to seek other opportunities.

I really need an update so I can move forward. Please, please help me get this resolved. It's not only personal to my family and I due to my personal pictures and data but also to my students and organization.

Michael  
*[Quoted text hidden]*

Conrad Gibson <cg@fb.com> Fri, Oct 23, 2020 at 11:22 AM  
To: Michael Moates <michael.moates@thenarrativetimes.org>  
Cc: Meghan Orbe <morbe@fb.com>, Carolyn Everson <carolyn@fb.com>

Hi Michael,

Apologies for the delay as I worked with our team on your request. I heard back this morning and it seems that your accounts were disabled permanently and, due to policy guidelines, they are unable to share why the accounts were deactivated. I am so sorry this happened to you. I asked for more information, but they were unable to share with me. I wish I could give you a better explanation, but unfortunately we have these rules in place to protect a user's privacy. I know that you had a lot of photos saved to your accounts that you wanted to access. They provided me with the following information on how to request data from a closed account:

*"He can learn about what kinds of data are available to him, and how to access it, via the following links. If he is still having issues accessing his data, he can also contact us through these links and we'd be happy to assist further."*

*https://www.facebook.com/help/contact/180237685520953\_*  
*https://help.instagram.com/contact/505535973176353\_*

*Also attached is a screenshot showing the steps he can take to request data for the accounts using the links above."*

Again, I am so sorry this happened to your accounts. If there is anything else please let me know.

Cheers,

Conrad

Conrad Gibson

Executive Assistant to Carolyn Everson | Global Business Group

*[Quoted text hidden]*  
*[Quoted text hidden]*

Screen\_Shot\_2020-10-23\_at\_12.23.54\_PM[3].png  
152K

Michael Moates <michael.moates@thenarrativetimes.org> Fri, Oct 23, 2020 at 12:01 PM  
To: Conrad Gibson <cg@fb.com>  
Cc: Meghan Orbe <morbe@fb.com>, Carolyn Everson <carolyn@fb.com>

Conrad,

I have a couple of questions. First, when I click on the links you sent to get my data it says page not found. This doesn't work. Any suggestions on that front?

I have to tell you and I mean no disrespect but I don't believe I have done anything wrong. I believe I am being targeted. I haven't done anything questionable. I need to know what the legal service process is for Facebook.

Thanks,

Michael  
*[Quoted text hidden]*

Conrad Gibson <cg@fb.com> Fri, Oct 23, 2020 at 2:02 PM  
To: Michael Moates <michael.moates@thenarrativetimes.org>

Hi Michael,

I am checking on a new link as well as your second question. I'll circle back with an update ASAP.

*[Quoted text hidden]*

Conrad Gibson <ctg@fb.com> Sat, Oct 24, 2020 at 9:38 AM  
 To: Michael Moates <michael.moates@thenarrativetimes.org>  
 Cc: Meghan Orbe <morbe@fb.com>, Carolyn Everson <carolyn@fb.com>, Conrad Gibson <ctg@fb.com>

Hi Michael,

Apologies, these links below are active (the original link had a space on the end that was directing you to the error page):

- FB Link: <https://www.facebook.com/help/contact/180237685820953>
- IG Link: <https://help.instagram.com/contact/505535973176353>

Regarding an appeal, information should have been emailed to the email address associated with the accounts with instructions to appeal this decision. You can also find that information here as well: [Help Center resources](#). Apologies again, but I was not given any specific information as to why the account was disabled as they do not share this information to protect user privacy.

Cheers,

Conrad

Conrad Gibson

Executive Assistant to Carolyn Everson | Global Business Group

225 Park Avenue South, 10<sup>th</sup> Floor, New York, NY 10003

Facebook | Mobile: +1 501 465 2634 | Email: [ctg@fb.com](mailto:ctg@fb.com)

UNCLAS

**From:** Michael Moates <michael.moates@thenarrativetimes.org>  
**Date:** Friday, October 23, 2020 at 1:02 PM  
**To:** Conrad Gibson <ctg@fb.com>

Quoted text hidden.

Quoted text hidden.

Michael Moates <michael.moates@thenarrativetimes.org> Sat, Oct 24, 2020 at 10:36 AM  
 To: Conrad Gibson <ctg@fb.com>  
 Cc: Meghan Orbe <morbe@fb.com>, Carolyn Everson <carolyn@fb.com>

Conrad,

I'm not trying to be difficult but I didn't receive any email about an appeal. :(

Sent from my iPhone  
 (Quoted text hidden.)

Conrad Gibson <ctg@fb.com> Sat, Oct 24, 2020 at 11:44 AM  
 To: Michael Moates <michael.moates@thenarrativetimes.org>  
 Cc: Meghan Orbe <morbe@fb.com>, Carolyn Everson <carolyn@fb.com>

Sorry about that, Michael. The information in the help center will have the same information that would have been in the email. You can find it here: [Help Center resources](#).

Quoted text hidden.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Exhibit G**



```

>>> https://www.google.com/url?q=https://www.facebook.com/dj/?ref=3Dcr&source=gmail&map&ust=1604178312000000&usg=AO/Vaw0Kpa-3aRyQ2U0aoWETXM (https://www.google.com/url?q=https://www.facebook.com/dj/?ref=3Dcr&source=gmail&map&ust=1604178312000000&usg=AO/Vaw0Kpa-3aRyQ2U0aoWETXM)
1604178312000000&usg=AO/Vaw0Kpa-3aRyQ2U0aoWETXM
>>>
>>> You can download your information in an HTML format that is easy to view,
>>> or in a JSON format, which will allow you to transfer your information to
>>> another service.
>>>
>>> For more information on how to download your information and what's in
>>> your downloaded file, please visit the Help Center.
>>>
>>> https://www.google.com/url?q=https://www.facebook.com/help/212802592974644/?ref=3Dcr&source=gmail&map&ust=1604178312000000&usg=AO/Vaw3X4Q6Px4QYefcy-XPYtk
>>>
>>> Downloading your information is a password-protected process that only you
>>> will have access to. Once you've created a file, it will be available for
>>> download for a few days. Your downloaded file may contain sensitive
>>> information. You should keep it secure and take precautions when storing,
>>> sending or uploading it to any other services.
>>>
>>> You can also access information about the interests we use to target ads
>>> to you in Ads Preferences (https://www.google.com/url?q=https://www.facebook.com/ads/preferences&source=gmail&map&ust=1604178312000000&usg=AO/Vaw3H5EsoUQjXroO8VWuccE), and
>>> you can manage or disconnect the information that businesses and
>>> organizations share with Facebook about your interactions on their apps and
>>> websites by using the off-Facebook activity tool (
>>> https://www.google.com/url?q=https://www.facebook.com/off_facebook_activity&source=gmail&map&ust=1604178312000000&usg=AO/Vaw3oaJXw0p8cKXmUcwUx2l).
>>>
>>> You can manage the Activity Log and the information you share when you use Facebook
>>> through the Activity Log tool.
>>>
>>> https://www.google.com/url?q=https://www.facebook.com/help/437430672945092&source=gmail&map&ust=1604178312000000&usg=AO/Vaw0eUeETZrXwivKJ33pzC9.
>>>
>>> To learn more about the categories of your Facebook information available
>>> to you, please visit the Help Center.
>>>
>>> https://www.google.com/url?q=https://www.facebook.com/help/930396167005762/?ref=3Dcr&source=gmail&map&ust=1604178312000000&usg=AO/Vaw3Q9T4wnUyZBJE-S4jK72
>>>
>>> Finally, we also encourage you to review our Data Policy, which provides a
>>> description of the information we collect and how it is used and shared.
>>> https://www.google.com/url?q=https://www.facebook.com/policy.php?ref=3Dcr&source=gmail&map&ust=1604178312000000&usg=AO/Vaw3Ej3a_rGz_-SCj7epBT
>>>
>>> If you have another question or concern, please visit Privacy Basics (
>>> https://www.google.com/url?q=https://www.facebook.com/about/basics&source=gmail&map&ust=1604178312000000&usg=AO/Vaw2POV7qRdcyqCv3XaF65g) or the Help Center (
>>> https://www.google.com/help&source=gmail&map&ust=1604178312000000&usg=AO/Vaw3AeqqbSKV9AJ887EaODWV) for additional information.
>>>
>>> If you have more questions about accessing and downloading your
>>> information, please reply to this message.
>>>
>>> Thanks,
>>> The Facebook Team
>>>
>>> ...
>>> Michael Moates
>>> Journalist
>>> A 1201 Cleveland St #1024, Denton, TX 76201
>>> M 817-999-7534 <817-999-7534>E michael.moates@gmail.com
>>> <michael.moates@gmail.com>
>>> W https://www.google.com/url?q=https://www.michaelmoates.com&source=gmail&map&ust=1604178312000000&usg=AO/Vaw1xLeAvcCiwXc-u2SYfYHJZB (https://www.google.com/url?q=https://www.michaelmoates.com&source=gmail&map&ust=1604178312000000&usg=AO/Vaw1xLeAvcCiwXc-u2SYfYHJZB)
1604178312000000&usg=AO/Vaw1xLeAvcCiwXc-u2SYfYHJZB
>>> https://www.google.com/url?q=https://www.facebook.com/michaelmoates&source=gmail&map&ust=1604178312000000&usg=AO/Vaw234JXP8obGefBzLdVsm8r>
>>> https://www.google.com/url?q=https://www.instagram.com/michaelmoates&source=gmail&map&ust=1604178312000000&usg=AO/Vaw3W3BA17dWpPv3CqyqVb5>
>>> https://www.google.com/url?q=https://www.facebook.com/michaelmoates&source=gmail&map&ust=1604178312000000&usg=AO/Vaw3KeesOHRFAo2_Sig4eRU>
>>> https://www.google.com/url?q=https://www.imdb.com/name/nm7941013/?source=gmail&map&ust=1604178312000000&usg=AO/Vaw24SGNixj6OE146YAPu>
>>> https://www.google.com/url?q=https://www.youtube.com/channel/UCQh11nHhP7ggUHV1ZSRQ&source=gmail&map&ust=1604178312000000&usg=AO/Vaw2LPLmF5tixB2XknjPwYv>
>>> https://www.google.com/url?q=https://www.linkedin.com/in/michaelmoates&source=gmail&map&ust=1604178312000000&usg=AO/Vaw23BC_-eSB7gP7Y75FPAU>
>>> https://www.google.com/url?q=https://t.me/michaelmoates&source=gmail&map&ust=1604178312000000&usg=AO/Vaw0VWwYyQORSAI3dRusK4q>
>>> IMPORTANT: The contents of this email and any attachments are confidential.
>>> They are intended for the named recipient(s) only. If you have received
>>> this email by mistake, please notify the sender immediately and do not
>>> disclose the contents to anyone or make copies thereof.
>>>
>>>
>>>

```

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Exhibit H**



**Request for Comment**

Simo@stages

**Michael Moates** <michael.moates@thenarrativetimes.org>  
 To: fidj.simo@fb.com

Fri, Oct 23, 2020 at 12:52 PM

Fidji,

I wanted to reach out to give you an opportunity to give me a comment for an op-ed I'm writing. I have spoken with a mainstream media source who is going to pick this up and I feel that it's only justified that I talk with you guys first.

My Facebook account was disabled this week without warning or explanation. I was charged \$1500 by FB the night before and have spent nearly \$10k during the pandemic. FB cut off not only me but my non-profit charity which helps college students who want to learn about journalism to get published.

Last week, I got a warning from FB and I emailed support through the media support panel and was told that I was "in good standing" and that this seemed to be a bug. It seems as though it was not a bug

My last post was about Jesus. I don't post anything vulgar or violent.

Like I said I am writing up an op-ed to get published by this source and also have an interview scheduled. I am also exploring options for litigation. Facebook took my livelihood, my memories, and they destroyed any hope these students have of getting published / getting internship credits this late in the semester.

I will drop everything if we can get this fixed. I would rather have this fixed then create a storm.

Do you want to comment or help?

Thanks.

Michael

**Fidji Simo** <fidj.simo@fb.com>  
 To: Michael Moates <michael.moates@thenarrativetimes.org>  
 Cc: Priya Monga <priyamonga@fb.com>

Fri, Oct 23, 2020 at 1:00 PM

Hi Michael,

I want to look into why that happened – can you give me the email address that was associated with the account that was disabled? And ideally, do you also have the Ad Account ID and the URL to the Page of your charity? Priya will follow up.

Thanks!

Fidji Simo

**Michael Moates** <michael.moates@thenarrativetimes.org>  
 To: Fidji Simo <fidj.simo@fb.com>  
 Cc: Priya Monga <priyamonga@fb.com>

Fri, Oct 23, 2020 at 1:04 PM

Sure!

It's Michael.moates@thenarrativetimes.org.

It's my entire account including my Instagram and all my Facebook pages.

Thank you so much!

Sent from my iPhone

On Oct 23, 2020, at 1:01 PM, Fidji Simo <fidj.simo@fb.com> wrote:

Fidji Simo

**Michael Moates** <michael.moates@thenarrativetimes.org>  
 To: Fidji Simo <fidj.simo@fb.com>  
 Cc: Priya Monga <priyamonga@fb.com>

Fri, Oct 23, 2020 at 1:05 PM

Just to clarify I don't have access to my ad account number anymore but I can see based on the ad library that I've spent close to 10k.

My profile is:

<https://www.facebook.com/michaelmoates>

My Instagram is:

[HTTPS://www.instagram.com/michaelmoates](https://www.instagram.com/michaelmoates)

Sent from my iPhone

On Oct 23, 2020, at 1:01 PM, Fidji Simo <fidj.simo@fb.com> wrote:

Hi Michael,

Fidji Simo

**Priya Monga** <priyamonga@fb.com>  
 To: Michael Moates <michael.moates@thenarrativetimes.org>, Fidji Simo <fidj.simo@fb.com>

Fri, Oct 23, 2020 at 1:19 PM

Thanks Michael. Will have some more info shortly - thanks for your patience here!

Priya Monga

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Exhibit I**

**Your Facebook Ads Receipt (Account ID: 197000869971643)**

Facebook Ads Team <advertise-noreply@support.facebook.com>  
 Reply-To: noreply-noreply@facebookmail.com>  
 To: Michael Moates <michael.moates@thenarrativetimes.org>

Sat Oct 10, 2020 at 2:09 PM

**Receipt for DCC (Account ID: 197000869971643)****Summary**

AMOUNT BILLED

**\$1,404.85 USD**

BILLING METHOD

You made this manual payment.

DATE RANGE

Oct 1, 2020, 12:00 AM - Oct 9, 2020, 11:59 PM

FROM ACCOUNT

Facebook Ads

PAYMENT METHOD

Visa\*7979

CARD NUMBER MASKED TO  
KD3B8X2CK2

CATEGORIES

Misc Freedom - .10

COUNT

13,331

AMOUNT

\$1,026.25

Conservative Engagement - .10

1,064

\$98.54

DJT, GOP Moderate - .10

3,284

\$280.06

TOTAL BILLED

\$1,404.85

TOTAL

\$1,404.85

Transaction ID: 2365553979215552413445

Thanks,  
The Facebook Ads Team[Manage Your Ads](#)[See Full Receipt](#)

Facebook Way, Menlo Park, CA 94025

[Get Help](#)[Privacy & Ad Settings](#)

Facebook Ads Team <advertise-noreply@support.facebook.com>  
 Reply-To: noreply-noreply@facebookmail.com>  
 To: Michael Moates <michael.moates@thenarrativetimes.org>

Sat Oct 10, 2020 at 2:09 PM

**Receipt for DCC (Account ID: 197000869971643)****Summary**

AMOUNT BILLED

**\$73.22 USD**

BILLING METHOD

You made this manual payment.

DATE RANGE

Oct 9, 2020, 7:30 AM - Oct 10, 2020, 1:00 PM

FROM ACCOUNT

Facebook Ads

PAYMENT METHOD

Visa\*7979

CARD NUMBER MASKED TO  
OD3B8X2CK2

CATEGORIES

Misc Freedom - .10

609

\$55.46

DJT, GOP Moderate - .10

123

\$11.77

Conservative Engagement - .10

65

\$5.99

TOTAL BILLED

\$73.22

TOTAL

\$73.22



Michael Moatas <michael.moatas@thenarrativetimes.org>

## Your Facebook Ads Receipt (Account ID: 1970006869971643)

Facebook Ads Team <advertise-noreply@support.facebook.com>  
 Reply-To: noreply <noreply@facebookmail.com>  
 To: Michael Moatas <michael.moatas@thenarrativetimes.org>

Sun, Oct 18, 2020 at 11:38 PM



Receipt for DCC (Account ID: 1970006869971643)

### Summary

AMERICAN LIBERTY

**\$1,421.00 USD**

PAID BY CARD

You made this manual payment.

DATE RANGE

Oct 9, 2020, 12:00 AM - Oct 18, 2020, 11:38 PM

PRODUCT TYPE

Facebook Ads

CARD NUMBER

Visa® 7979

REFERENCE NUMBER

P6SL7XJCK2

ITEMS

QUANTITY

AMOUNT

Misc Freedom - 10

11,600

\$1,048.42

DJT, GOP, Moderate - 10

2,531

\$231.96

Conservative Engagement - 10

1,543

\$140.62

SUBTOTAL

\$1,421.00

TAX

\$1,421.00

Transaction ID: 3363147859466285-6454678

Thanks,  
 The Facebook Ads Team

[Manage Your Ads](#)

[See Full Receipt](#)

1 Facebook Way, Menlo Park, CA 94025

©2020 FB

Am 11:38 PM (UTC-07:00)

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Exhibit J**



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Exhibit K**

Closed Positions Manage Dividends

Beta view

Overview

Dividend View

Fund Performance

AS OF 12/22/2020 5:11 PM ET



Symbol	Last Price	Today's Gain/Loss	Total Gain/Loss	Current Value	% of Account	Quantity	Cost Basis	52-Week Range
FB	\$267.09	-\$3.44	-\$3.44	\$534.18	53.60%	2	\$537.62	
FACEBOOK INC-CLASS A	-\$5.70	-0.64%	-0.64%				\$268.81 / Share	\$137.10 \$304.67
Pending Activity				\$462.38				
Account Total		-\$3.44 -0.34%	-\$3.44 -0.64%	\$996.56				



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Exhibit L**



**U.S. Department of Justice**

*United States Attorney  
Southern District of New York*

*The Silvio J. Mollo Building  
One Saint Andrew's Plaza  
New York, New York 10007*

August 31, 2020

Michael Moates

Re: Grand Jury Subpoena:

Please be advised that the accompanying grand jury subpoena has been issued in connection with an official criminal investigation of a suspected felony being conducted by a federal grand jury. The Government hereby requests that you voluntarily refrain from disclosing the existence of the subpoena to any third party. While you are under no obligation to comply with our request, we are requesting you not to make any disclosure in order to preserve the confidentiality of the investigation and because disclosure of the existence of this investigation might interfere with and impede the investigation.

If you intend to disclose the existence of this Grand Jury Subpoena request to a third party, please let me know before making any such disclosure.

Thank you for your cooperation in this matter.

Very truly yours,

AUDREY STRAUSS  
Acting United States Attorney

By: Robert B. Sobelman  
Robert B. Sobelman  
Assistant United States Attorney  
(212) 637-2616

Grand Jury Subpoena

United States District Court  
SOUTHERN DISTRICT OF NEW YORK

TO: Michael Moates

GREETINGS:

WE COMMAND YOU that all and singular business and excuses being laid aside, you appear and attend before the GRAND JURY of the people of the United States for the Southern District of New York, at the United States Courthouse, 40 Foley Square, Room 220, in the Borough of Manhattan, City of New York, New York, in the Southern District of New York, at the following date, time and place:

Appearance Date: September 17, 2020 Appearance Time: 10:00 a.m.

to testify and give evidence in regard to an alleged violation of:

18 U.S.C. §§ 1341, 1343, 1349, 1956, 1957

and not to depart the Grand Jury without leave thereof, or of the United States Attorney, and that you bring with you and produce at the above time and place the following:

**Please see attached rider.**

Failure to attend and produce any items hereby demanded will constitute contempt of court and will subject you to civil sanctions and criminal penalties, in addition to other penalties of the Law.

DATED: New York, New York  
August 31, 2020

*Audrey Strauss / RBS*  
AUDREY STRAUSS  
Acting United States Attorney for the  
Southern District of New York

*Robert B. Sobelman*  
Robert B. Sobelman

Assistant United States Attorney  
One St. Andrew's Plaza  
New York, New York 10007  
Telephone: 212-637-2616  
Email: robert.sobelman@usdoj.gov

rev. 02.01.12

**RIDER**

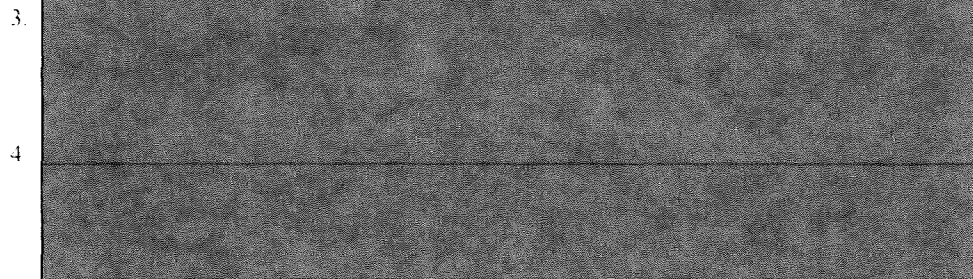
(Grand Jury Subpoena to Michael Moates, dated August 31, 2020)  
Ref. No. 2019R01097

**Advice of Rights**

1. You may refuse to answer any question if a truthful answer to the question would tend to incriminate you.
2. Anything that you do say may be used against you by the grand jury or in a subsequent legal proceeding.
3. If you have a lawyer, the grand jury will permit you a reasonable opportunity to step outside the grand jury room to consult with your lawyer if you so desire.
4. If you would like a lawyer but do not have funds to retain one, you may make an application to the United States Magistrate Judge who will decide whether to appoint a lawyer to represent you.

**Instructions and Definitions:**

1. This subpoena calls for the production of categories of documents, records, correspondence, and other written and electronic material, as specified below, in your possession, custody or control. This subpoena covers all responsive documents wherever they may be found, including on computers, email accounts, iCloud accounts, servers, cellphones, and other personal electronic devices, whether in the United States or any foreign jurisdiction.
2. "Documents" refers to any and all documents and records, in whatever form kept, including, but not limited to, writings, emails, text messages, messages sent through "apps" or social media accounts, drawings, graphs, charts, calendar entries, photographs, audio or visual recordings, images, and other data or data compilations, and includes materials on both paper and electronic form.



- 3.
- 4.
5. This subpoena does not call for the production of any documents protected by a valid claim of privilege, although any responsive document over which privilege is being asserted must be preserved. Any documents withheld on grounds of privilege must be specifically identified on a privilege log with descriptions sufficient to identify their dates, authors, recipients, and general subject matter.

1  
2  
3  
4 **Materials to be Produced:**

5 1. 

6  
7  
8 **\*\* Please provide records in electronic format if possible. \*\***

9 In lieu of an appearance you may comply with this subpoena by providing the requested information,  
10 along with a business records certification pursuant to Fed. R. Evid. 803(6) to Postal Inspector Troy A.  
11 Pittenger, United States Postal Inspection Service, [tapittenger@uspis.gov](mailto:tapittenger@uspis.gov), 212-330-2459

12 **IMPORTANT: REQUEST FOR NON-DISCLOSURE**

13 Due to the ongoing nature of the investigation, it is requested that you do not disclose any  
14 information relating to this grand jury subpoena to any third party.  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Exhibit M**

facebook

michael.mootes@eharati

Log In

Log Out



## Donald J. Trump Administration News

Public group · 19.6K members

About Discussion

Join Group

New Activity

Connie Robles · 1 week · video



About

SHARE NEWS REGARDING POTUS, VPOTUS, THE FIRST OR SECOND FAMILIES, WHITE HOUSE EVENTS OR NEWS, OR ANYTHING REGARDING THE EXECUTIVE BRANCH.

Public

Anyone can see who's in the group and what they post.

Visible

Anyone can find this group

Washington D.C.

General Group

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Exhibit N**



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Advertisers Who Uploaded a Contact List With Your Information  
View all ads

AdjustPro Solutions

Adult Swim

Aetna Better Health

Appleseed's

Audi Omaha

B/R Gridiron

Bakers

Baxter Auto

Baylor St. Luke's Medical Group

Ben & Jerry's

Ellotta Kitchens

Bleacher Report

Carnation Breakfast Essentials

Cartoon Network

CenterPoint Energy

City Market

CHN

CHN Business

CHN Heroes

CHN Sport

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Exhibit O**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

## Edit Audience



Select the location, age, gender and interests of people you want to reach with your ad.

Gender

All

Men

Women

Age

18

65+

Locations



Locations

Type to add more locations

United States

United States + 25 mi X

Detailed Targeting



Detailed Targeting

anxiety

Browse →

For adv

Anxiety UK

Interests

Anxiety and Depression Association of America

Interests

High Anxiety

Interests

Specific

Broad

Cancel

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

## Edit Audience



Age

18

65+

Locations

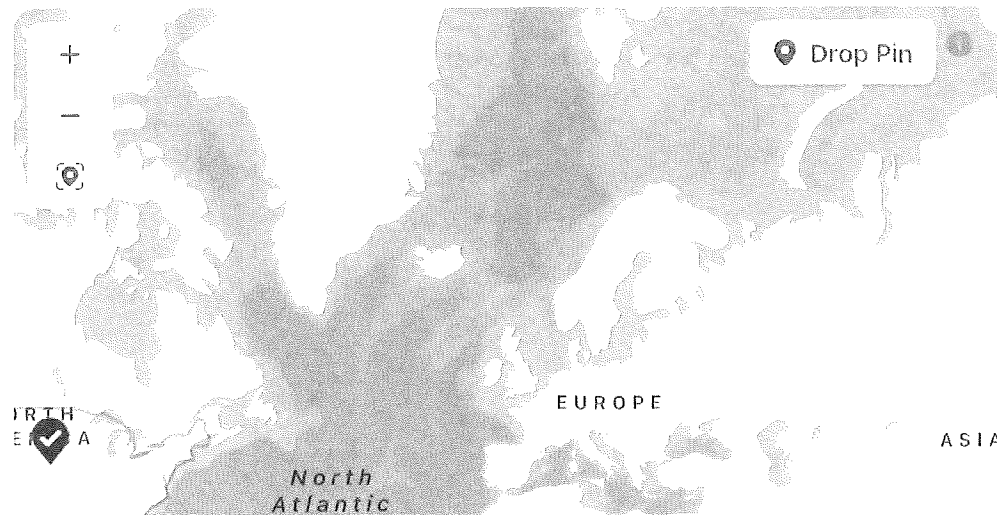


Locations

Type to add more locations

United States

United States + 25 mi X



Detailed Targeting



Detailed Targeting

seasonal affe

Browse →

For adv **Seasonal affective disorder**  
Interests



Potential Reach: 190,000,000 people

Your audience selection is fairly broad.

Cancel

**Exhibit P**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Michael Moates** <michael.moates@thenarrativetimes.org>  
to Paven \*

Tue, Dec 1, 6:09 PM ☆ ↩ ⋮

Counselor,

I just wanted to give you an update. Today the court issued an order requiring the Clerk of the Court to serve Facebook. So the waiver is not required. I am also going to ask your client to stop all automatic attempts at chargin me until the deposition of this case. Please let me know if you have any questions or need documentation.

Thanks!

...

6:39 ↗



◀ Search

## < Credit Builder Transactions

Available to Spend \$2.62

**Friday, December 4th**



Facebk U4 Luayjck2

**-\$4.11**

2:14 AM

Chime <alerts@account.chime.com>  
to me

Sat, Dec 5, 2:15 AM



## Your Credit Card Was Declined

Hi Michael,

Your Chime Credit Builder Visa® Credit Card was declined for \$223.36 at Facebk Yzyz9 Yeck2.

Transfer funds to your Credit Builder secured account to increase your spending power.

[Move Money](#)

Sincerely,  
The Chime Team




©2020 Chime. All rights reserved.  
PO Box 417, San Francisco, CA 94104

Please do not reply to this email. The account isn't monitored, and we don't want to miss hearing from you.

The Chime Credit Builder Secured Account is held by Stripe Bank, N.A., Member FDIC. The Chime Credit Builder Visa® Credit Card is issued by Stripe Bank, N.A., pursuant to a license from Visa U.S.A. Inc. and may be used everywhere Visa credit cards are accepted.

This email was sent to you because you have a Chime account.

Your card was declined  Inbox x



**Chime** <alerts@account.chime.com>  
to me

Wed, Dec 9, 2:15 AM



## Your Credit Card Was Declined

Hi Michael,

Your Chime Credit Builder Visa® Credit Card was declined for \$173.19 at Facebk J3 Fztx2 Dk2.

Transfer funds to your Credit Builder secured account to increase your spending power.

[Move Money](#)

Sincerely,  
The Chime Team



©2020 Chime. All rights reserved.  
800 Bay 412, San Francisco, CA 94133

Please do not reply to this email. The link may not work, and we don't want to miss feedback from you.

The Chime Credit Builder Secured Account is held byStride Bank, N.A., Member FDIC. The Chime Credit Builder Visa® Credit Card is issued by Stride Bank, N.A., pursuant to a license from Visa U.S.A. Inc. and may be used everywhere Visa credit cards are accepted.

Visit [chime.com](#) to set up your account, or learn more about Chime online.



## Exhibit Q



Michael Moates <michael.moates@thenarrativetimes.org>

### Account Disabled

5 messages

Michael Moates <michael.moates@thenarrativetimes.org>  
To: lbdolan@fb.com

Tue, Oct 20, 2020 at 10:54 AM

Lisa,

My FB account has been disabled and I have been given no reason why. I am literally in tears. I don't know what I did. Please help me. I was verified. I spent lots of money on ads and never had any issues. Someone was impersonating me last night and I reported them. Then today I'm locked out.

My Instagram has no issues. I am pretty sure this is a bug.

Please help me.

Michael

Liza-Bart Dolan <lbdolan@fb.com>  
To: Michael Moates <michael.moates@thenarrativetimes.org>

Wed, Oct 21, 2020 at 8:39 AM

We will remove any Facebook Pages, Groups and Instagram accounts representing QAnon, even if they contain no violent content. This is an update from the initial policy in August that removed Pages, Groups and Instagram accounts associated with QAnon when they discussed potential violence while imposing a series of restrictions to limit the reach of other Pages, Groups and Instagram accounts associated with the movement. Pages, Groups and Instagram accounts that represent an identified Militarized Social Movement are already prohibited. And we will continue to disable the profiles of admins who manage Pages and Groups removed for violating this policy, as we began doing in August.

You can read more about this policy here: <https://about.fb.com/news/2020/08/addressing-movements-and-organizations-led-to-violence/>

Liza-Bart Dolan

Politics & Government Outreach

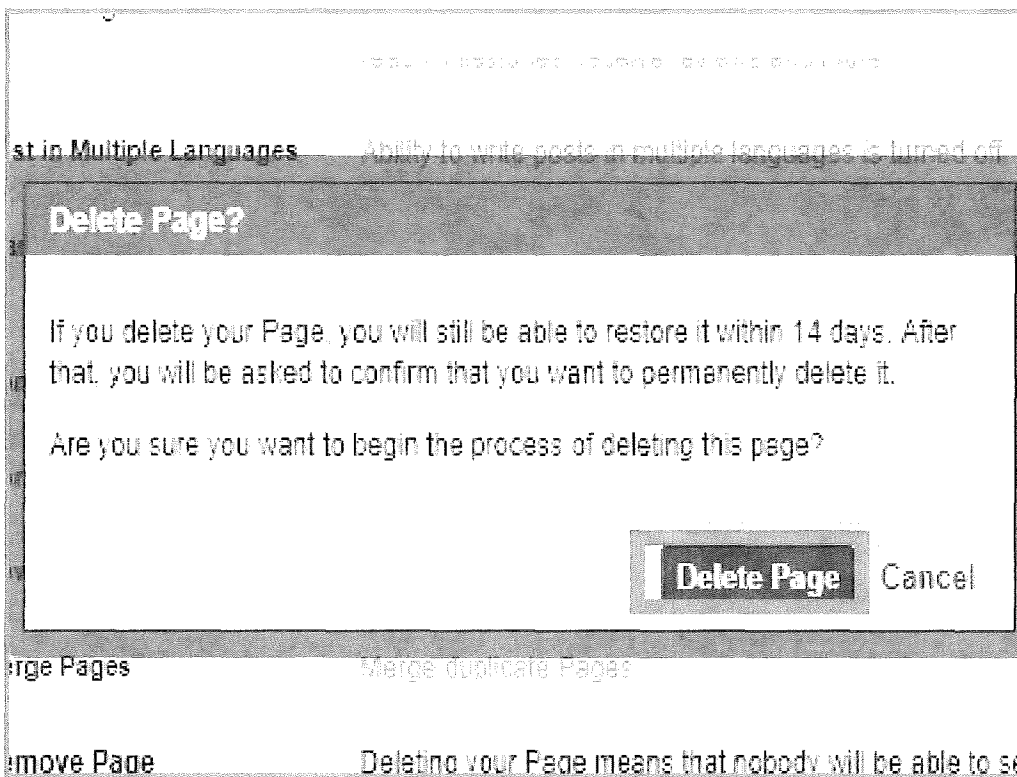
lbdolan@fb.com

To: michael.moates@thenarrativetimes.org

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Exhibit R**



# **EXHIBIT 3**



**FILED**  
AT 2:05 O'CLOCK PM

August 5, 2021

AUG 06 2021

Dear MAIL MAIL:

DISTRICT CLERK  
Denton County, Texas

BY: AD DEPUTY

The following is in response to your request for proof of delivery on your item with the tracking number:  
9214 8901 0661 5400 0165 1677 50.

**Item Details**

**Status:** Delivered, Individual Picked Up at Postal Facility  
**Status Date / Time:** August 5, 2021, 8:37 am  
**Location:** AUSTIN, TX 78701  
**Postal Product:** First-Class Mail®  
**Extra Services:** Certified Mail™  
 Return Receipt Electronic  
**Recipient Name:** REGISTERED AGENT CORPORATE SERVICE COMPANY

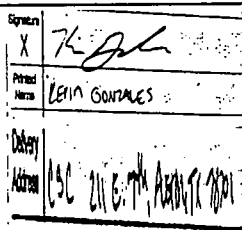
**Shipment Details**

**Weight:** 13.0oz

**Recipient Signature**

Signature of Recipient:

Address of Recipient:



Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,  
 United States Postal Service®  
 475 L'Enfant Plaza SW  
 Washington, D.C. 20260-0004

The customer reference information shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Reference ID: 92148901066154000165167750  
 21-6407-431  
 REGISTERED AGENT: CORPORATE SERVICE COMPANY  
 FaceBook Inc.  
 211 E 7th St Ste 620  
 Austin, TX 78701-3218

# **EXHIBIT 4**



FILED  
AT 4:03 O'CLOCK P M

August 5, 2021

AUG 06 2021

DISTRICT CLERK  
Denton County, Texas

BY: [Signature] DEPUTY

Dear MAIL MAIL:

The following is in response to your request for proof of delivery on your item with the tracking number:  
9214 8901 0661 5400 0165 1678 11.

#### Item Details

Status: Delivered  
Status Date / Time: August 5, 2021, 8:59 am  
Location: DALLAS, TX 75201  
Postal Product: First-Class Mail®  
Extra Services: Certified Mail™  
Return Receipt Electronic  
Recipient Name: REGISTERED AGENT, CT CORPORATE SYSTEM

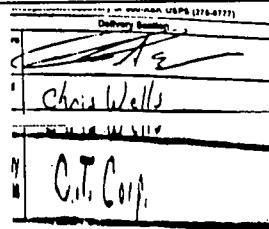
#### Shipment Details

Weight: 13.0oz

#### Recipient Signature

Signature of Recipient:

Address of Recipient:



Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,  
United States Postal Service®  
475 L'Enfant Plaza SW  
Washington, D.C. 20260-0004

The customer reference information shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Reference ID: 92148901066154000165167811  
21-6407-431  
REGISTERED AGENT: CT CORPORATE SYSTEM  
AT&T  
1999 Bryan St Ste 900  
Dallas, TX 75201-3140



# **EXHIBIT 5**

**STATE OF TEXAS – DENTON COUNTY COURTS**

**431<sup>st</sup> Judicial District Court**

Mr. Michael Moates,

DC Chronicle Limited,

DC Chronicle (sole proprietorship – for  
profit)

Plaintiffs

v.

Facebook Inc,

AT&T Inc.

Defendants

Case No.:

**21-6407-431**

**Amended Petition**

**Jury Trial Demanded**

**TO THE HONORABLE JUDGE OF SAID COURT:**

COMES NOW, Plaintiff, Michael Moates, Pro Se, and files this Amended Petition, complaining against Facebook Inc (Referred to as Defendant), and AT&T Inc. (Referred to as 2<sup>nd</sup> Defendant) and in support thereof would respectfully show the court as follows:

**I. PARTIES**

1. Plaintiff Michael Moates is an individual who resides in Denton County, Texas.
2. Plaintiff DC Chronicle Limited is a non-profit corporation in the State of Texas.
3. Plaintiff DC Chronicle is an unincorporated sole proctorship in the State of Texas.

1 4. Defendant Facebook, Inc. is a corporation and social media. Facebook, Inc. may be served  
2 through their registered agent at Corporation Service Company 211 E. 7<sup>th</sup> Street, Suite 620,  
3 Austin, Texas 78701.

4 5. Defendant AT&T, Inc. is a corporation and mobile phone and service provider. AT&T may  
5 be served at CT Corporation System 1999 Bryan St, Ste 900, Dallas, TX 75201.  
6

#### 7 **VII. DEMAND TO PRESERVE EVIDENCE**

8 6. Plaintiff demands that all Defendants preserve all evidence that is or may be relevant to the  
9 claims and defenses of the allegations made in this complaint including all electronic data of any  
10 kind.  
11

#### 12 **VIII. REQUEST FOR DISCLOSURE**

13 7. Plaintiff requests that defendants disclose the information and material described in Texas  
14 Rule of Civil Procedure 194.2 within the time required by the rule.  
15

#### 16 **IX. DISCOVERY**

17 8. Discovery Level 3 of Texas Rules of Civil Procedure applies to this Petition.

#### 18 **II. JURISDICTION AND VENUE**

19 9. The damages sought in this case exceed the minimal jurisdictional limits of the Denton County  
20 Judicial Courts.

21 10. Venue is proper in Denton County, Texas, because a) this is the county in which all or a  
22 substantial part of the events or omissions giving rise to the claim occurred and b) it is in the  
23 county in which the plaintiff resided at the time of the accrual of the cause of action. Tex. Civ.  
24 Prac. & Rem. Code § 15.002.  
25

26 11. Pursuant to Rule 47 of the Texas Rules of Civil Procedure, Plaintiff is seeking relief over  
27 \$200.  
28

12. The federal courts do not have jurisdiction.

### III. JURY DEMAND

1. Plaintiff demands a trial by jury.

### IV. FACTUAL SUMMARY

2. Since August 29th, the Plaintiff has invested \$10,546 (Exhibit A) on advertising with Facebook Inc. to build a following through likes, followers, and engagement on multiple of his pages that allow him to earn income via engagement of posts. Reach is determined by number of followers and likes. When someone spends money to build an audience they invest, and that money is returned through different types of engagements. In this case, the Plaintiff used the Facebook ad system for their Engagement ads.

2. According to their website, the description of these types of ads is "Get more people to follow your Page or engage with your posts through comments, shares and likes. You can also choose to optimize for more event responses or offer claims. It's important to note that the Plaintiff alleges that the word your implies that he retains ownership of the page that he is investing in. Dictionary.com defines "your" as one's (used to indicate that one belonging to oneself or to any person<sup>3</sup>) The Plaintiff asserts that he retains ownership of these pages and Facebook is simply a host for these pages. All data, followers, engagement, etc. belongs to the Plaintiff. It's important to note that Facebook is not a free service. You pay for their service in multiple ways. 1) You pay when they use your data for ads. 2) You pay for the right to have an audience when you run ads that build your page following and subscribers. But they often use data they were not entitled to.

4. On October 7th, 2020, the Plaintiff received an email message and notification on the Facebook website stating that he was not following community standards (See Exhibit B). The

1 Plaintiff, unsure of what he did wrong immediately reached out to Facebook Support. Facebook  
2 Support responded that his page was in good standing, (See Exhibit C) acknowledged that this  
3 may have cause confusion for the Plaintiff and instructed him have this reported as a bug.

4 Plaintiff asks the court to note that he does not have access to the email he sent to Facebook  
5 support as it was sent using their internal systems and Facebook Inc. has blocked the Plaintiff  
6 from access to retrieve anything from his account. The Plaintiff will request this as a part of  
7 discovery as it goes to his defense. The Plaintiff also wants the court to recognize that he did file  
8 it as a bug as they instructed him, but they never fixed the problem. This was one of the many  
9 inaccurate statements made by Facebook during this process.  
10

11  
12 5. On October 20, 2020, the Defendant disabled access to the Plaintiffs Facebook (See  
13 Exhibit D) (which included access to Messages, Profile Data, Groups, Pages and More) and  
14 Facebook Business Manager Account (which included Creator Studio, Pages, and Ads). This  
15 was done without any notification or explanation and the Plaintiff was made aware when he  
16 attempted to access his account, he saw a message that read for more information, or if you think  
17 your account was disabled by mistake, please visit the Help Center, on Facebook (See  
18 Exhibit D).  
19

20 6. Shortly thereafter, the Plaintiffs Instagram was disabled (which included all photos,  
21 videos, messages, and stories), and a message appeared, Thanks for Providing Your Info. We'll  
22 review your info and if we can confirm it, you'll be able to request a review in the Help Center  
23 within approximately 24 hours, on Instagram (See Exhibit E).  
24

25 7. Subsequently, the Plaintiff was unable to access his Oculus, Crowd Tangle, and  
26 Messenger accounts due to Facebook disabling Facebook login. Facebook login is a feature that  
27 allows you to use your Facebook account to login into 3rd party apps and websites.  
28

1 8. After all of this took place on October 20th, 2020, the Plaintiff reached out to Carolyn  
2 Everson (Vice President, Facebook) who said she So sorry this happened” and hoping for  
3 some resolution. She included two of her staff members Meghan Orbe and Conrad Gibson on  
4 her email. Conrad responded very quickly asking for some details and said, I ll be in touch once  
5 I have an update from the account team.” Conrad responded two days later stating “Apologies  
6 for the delay as I worked with our team on your request. I heard back this morning and it seems  
7 that your accounts were disabled permanently and, due to policy guidelines, they are unable to  
8 share why the accounts were deactivated. I am so sorry this happened to you. I asked for more  
9 information, but they were unable to share with me. I wish I could give you a better explanation,  
10 but unfortunately, we have these rules in place to protect a user’s privacy. I know that you had a  
11 lot of photos saved to your accounts that you wanted to access. They provided me with the  
12 following information on how to request data from a closed account. The links Conrad provide  
13 were broken and did not work. (See Exhibits E) The Plaintiff subsequently reached out  
14 and was given a new link. Upon filling out the request in the new link for his data Facebook said,  
15 The Facebook account associated with the email address you provided to us has been disabled  
16 for violation of our Terms of Service. (See Exhibit G) They did not provide the data they admit  
17 belongs to him. There are a couple of important notes here. They claim the Plaintiff violated their  
18 Terms of Service but previously in writing stated that it was a bug and Facebook accepted  
19 responsibility for a mistake by acknowledging the confusion they caused and when Vice  
20 President Carolyn Everson said she was so sorry this happened. The apology above is clearly  
21 an admission of guilt. Especially when she says she is working on a resolution. That in itself  
22 shows Facebook made a mistake and is working to rectify it but never does.

23  
24  
25  
26  
27 9. After getting no resolution from Carolyn Everson and her team, on October 23, 2020,  
28

1 the Plaintiff reached out to Fidji Simo (Head of Facebook, Facebook Inc.). He explained the  
2 situation again and she said, I want to look into why that happened” and again her colleague  
3 would follow up Priya will follow up. Priya emailed that same day saying, Will have some  
4 more info shortly - thanks for your patience here! To date, she has never followed up with the  
5 Plaintiff. (See Exhibit H) This was again another misleading statement by Facebook where they  
6 made a commitment in writing to the Plaintiff but did not follow through.  
7

8 10. The Plaintiff reached out to Facebook to see why his account was disabled. Many  
9 individuals said that they could not tell him why due to privacy reasons. However, one  
10 individual, Lisa-Bart Dolan (Politics and Government Outreach Associate Manager) finally said  
11 why the Plaintiff was blocked. She said we will remove any Facebook Pages, Groups and  
12 Instagram accounts representing QAnon, even if they contain no violent content. This is an  
13 update from the initial policy in August that removed Pages, Groups and Instagram accounts  
14 associated with QAnon when they discussed potential violence while imposing a series of  
15 restrictions to limit the reach of other Pages, Groups and Instagram accounts associated with the  
16 movement. Pages, Groups and Instagram accounts that represent an identified Militarized Social  
17 Movement is already prohibited. And we will continue to disable the profiles of admins who  
18 manage Pages and Groups removed for violating this policy, as we began doing in August. You  
19 can read more about this policy here: [https://about.fb.com/news/2020/08/addressin -](https://about.fb.com/news/2020/08/addressin-movements-and-or-anizations-tied-to-violence/)  
20 [movementsand-or anizations-tied-to-violence/](https://about.fb.com/news/2020/08/addressin-movements-and-or-anizations-tied-to-violence/) See Exhibit Q. This was not a policy the plaintiff  
21 was notified of or consented to. The Plaintiff had a page titled QAnon that had no QAnon  
22 content on it and was inactive. This seems to be an update to their Community Standards which  
23 is part of their Terms of Service. The Plaintiff takes issue with multiple parts of this starting with  
24 the fact that they have a duty to notify anyone when they change contractual agreements, which  
25  
26  
27  
28

1 they did not. See Douglas v Talk America, Harris v Blockbuster, Inc, and Rodman v Safeway.

2 The second issue here is in the initial statement by Facebook they stated Pages, Groups and  
3 Instagram accounts associated with these movements and organizations will be removed when  
4 they discuss potential violence. Two issues with this statement, first they disabled his accounts  
5 across all platforms even though it doesn't say the entire Facebook account or any other accounts  
6 except for Instagram accounts that include this kind of content which is the not. Second, the page  
7 that he ran was in active and had not a single piece of violent content on it. This statement was  
8 released by Facebook on 19 August 2020.

10 11. "Pages and Groups for QAnon containing discussions of potential violence and over 6,500  
11 Pages and Groups tied to more than 300 Militarized Social Movements. But we believe these  
12 efforts need to be strengthened when addressing QAnon. Starting today, we will remove any  
13 Facebook Pages, Groups and Instagram accounts representing QAnon, even if they contain no  
14 violent content." This is an update from the initial policy in August that "removed Pages, Groups  
15 and Instagram accounts associated with QAnon when they discussed potential violence while  
16 imposing a series of restrictions to limit the reach of other Pages, Groups and Instagram accounts  
17 associated with the movement. Pages, Groups and Instagram accounts that represent an identified  
18 Militarized Social Movement are already prohibited. And we will continue to disable the profiles  
19 of admins who manage Pages and Groups removed for violating this policy, as we began doing  
20 in August. Again, it is important to note that they said they were removing Pages, Groups and  
21 Instagram accounts associated with the movement in August but never said anything about we  
22 will continue to disable the profiles of admins who manage Pages and Groups removed for  
23 violating this policy, as we began doing in August." They also admit they were removing pages  
24 even if "contain no violent content" this was a violation of the terms of service the Plaintiff  
25  
26  
27  
28



1 signed with Facebook in 2014. According to the Facebook Community Standards in 2013 (the  
2 only contract the Plaintiff signed), there were only 11 items that violated the community  
3 standards. These were violence and threats, self-harm, bullying and harassment, hate speech,  
4 graphic content, nudity, identity and privacy, intellectual property, regulated goods, phishing and  
5 spam, and security<sup>1</sup>. Simply having a page titled Qanon, that “contain no violent content” is not a  
6 violation of these standards.  
7

8 12. The Plaintiff also asks the court to note that in mid-October he attempted to delete the  
9 Qanon page to follow Facebook policy. He did this in good faith after becoming aware of the  
10 Policy through the news. Facebook to date never notified him. Facebook has a safeguard in place  
11 that requires you to wait 14 days before you can delete a Facebook page. See Exhibit R.  
12 Realistically, Facebook has this policy so they can profit off your data for 14 extra days. So, the  
13 Plaintiff ultimately had his account disabled even though he was attempting to comply with their  
14 policies. It’s important to know he was not required as he was not notified, nor did he consent.  
15 This is Facebook unilaterally changing a contractual agreement without notifying the parties of  
16 the agreement. They then seek to hold the parties accountable to their new requirements even  
17 though they never previously notified, nor did they give time for the Plaintiff to follow new said  
18 terms. It’s also important to note that the policy seems to only apply to individuals Facebook  
19 seeks to target. Keep in mind that none of the content on this page was related to QAnon. In fact,  
20 the majority of news outlets that covered the story had more information about this conspiracy  
21 theory than the page that caused the Plaintiffs account to be disabled.  
22

23  
24  
25 13. Less than a month and a half after initial Facebook ads were bought to invest in a  
26 business page following and audience Facebook disabled the account after making over \$10,000  
27

28  

---

<sup>1</sup> <https://web.archive.org/web/20140731125531/https://www.facebook.com/communitystandards/>

1 from the Plaintiff. Again, it is important to note that Facebook engaged in a business transaction  
2 in which they sold advertising to build a following on multiple pages owned by the Plaintiff.  
3 Then they took the Plaintiffs access to pages owned by him. They have not refunded the  
4 Plaintiff, in fact they continued to charge him after stealing pages belonging to him.

5  
6 14. The week before Facebook disabled the account, they charged the Plaintiff \$5,137 for  
7 an audience they took away less than 6 days later. Again, pages belonging to the Plaintiff. (See  
8 Exhibit I) As stated in this complaint, Facebook acknowledge the pages belong to the Plaintiff.

9 15. The Defendant have a history of disabling accounts without any explanation. (See  
10 citations below) It is the belief of many that Facebook changed its policies days before the  
11 election and that is why many of the accounts were disabled. Facebook has not admitted this.  
12 however, it is important to note that the Plaintiff did not agree to any such rules or changes to  
13 any contractual agreements.  
14

15 16. The Defendant has not shown that the Plaintiff violated any rules on each platform  
16 that he was banned from. In fact, they have stated multiple times that they really can't say why  
17 his account was disabled. They claim that he is a threat to their platform but have not provided  
18 any evidence to support this. Their actions are in bad faith. For example, the citizen journalism  
19 organization Project Veritas was able to uncover that that content moderators remove people  
20 without cause based on political view in bad faith. In one video a content moderator can be seen  
21 saying "If someone is wearing a MAGA hat, I am going to delete them for terrorism."<sup>2</sup> This is  
22 clearly bad faith. It is also important to note that the Plaintiff alleges Mark Zuckerberg  
23 committed perjury before the United States Congress when he said, "none of the changes we  
24  
25  
26  
27

28 <sup>2</sup> <https://www.projectveritas.com/news/facebook-content-moderator-if-someone-is-wearing-a-maga-hat-i-am-going-to/>

1 make are target in any kind of biased way.” Yet here you have someone blocking for wearing a  
2 hat.

3 17. Another example of this, would be when the Plaintiff would get messages such as  
4 telling him to kill himself and he would report it to Facebook, and they would not act on these  
5 reports. They would say it is not against their community standards. This shows bad faith.  
6 Especially since these kinds of messages are against the law. Had the Plaintiff acted on these  
7 statements the individuals who sent them could be prosecuted. See Commonwealth v Michelle  
8 Carter. She argued that she had the right to free speech and the Supreme Court left in place the  
9 Massachusetts Supreme Court ruling that she did not.  
10

11 26. The final example of acting in bad faith is when Mark Zuckerberg said this to his  
12 friend in regard to user data<sup>3</sup>:  
13

14 Zuckerberg: Yeah so if you ever need info about anyone at Harvard

15 Zuckerberg: Just ask.

16 Zuckerberg: I have over 4,000 emails, pictures, addresses, SNS

17 [Redacted Friend's Name]: What? How'd you manage that one?  
18

19 Zuckerberg: People just submitted it.

20 Zuckerberg: I don't know why.

21 Zuckerberg: They "trust me"

22 Zuckerberg: Dumb fucks.  
23

24 Clearly, Mark Zuckerberg thinks the people who use the Facebook products are suckers, and he  
25 shows that he has no intentions of engaging in good faith or protecting the user data.

26 A. For example, Facebook collected the content of Plaintiffs' messages without  
27

28 <sup>3</sup> <https://www.esquire.com/uk/latest-news/a19490586/mark-zuckerbergcalled-people-who-handed-over-their-data-dumb-f/>

1 his consent. The Plaintiff only found this out after looking at their current Terms of Service  
 2 which he is not bound by as he never consented nor received notification of. See Douglas v Talk,  
 3 Rodman v Safeway Inc., and Harris v Blockbuster.

4 America. It is important to note that much of the information sent on Facebook is information  
 5 that would be protected by HIPPA, FERPA, and many other privacy acts.  
 6

7 B. Here is a list of items Facebook tracked without the Plaintiffs consent (Please  
 8 note this list only includes items that the Plaintiff is aware of:

- 9 i. Information about his personal devices including (Hardware, Software  
 10 Versions, Battery Level, Signal Strength, Storage, App, File names, etc.
- 11 ii. Device ID's and Identifiers
- 12 iii. Bluetooth, Wi-Fi, and other information
- 13 iv. Transactions (Both on Facebook products and off) (They track the  
 14 third-party transactions of the Plaintiff)
- 15 v. Plaintiffs communications with 3rd parties
- 16 vi. Information from third parties (Important to note that Facebook may  
 17 get information from advertisers, app developers, and publishers even when someone has not  
 18 consented to that information being released to Facebook)

19 C. Facebook exposed millions of people s data including the Plaintiffs  
 20 information when it allowed for the release of information without consent to Cambridge  
 21 Analytica. This information included public profile access, page likes, date of birth, current city,  
 22 newsfeed, timeline, and messages. It was a harvesting scheme to create a profile on subjects from  
 23 which the data was stolen. It also put people in danger by giving someone their locations. Not  
 24 only did Facebook not protect users from this scheme when it had a failure to warn but it was  
 25  
 26  
 27  
 28

1 negligent by attempting to cover up the scheme. (Important to note that the 9th Circuit Court of  
2 Appeals held in Jane Doe No. 14 v Internet Brands, Inc that immunity for claims of negligence  
3 does not apply.) They also attempted to mislead the public and journalists about how bad the  
4 scheme was.

5  
6 D. The Defendant allows individuals to track you using personally identifiable  
7 information and then use that information to display ads in front of you. See Exhibit N. They do  
8 not give you the ability to turn this off nor do they give you the ability to remove this  
9 information that was uploaded to their systems without your consent.

10  
11 18. It's also important to note that when the plaintiff originally bought his Oculus Go device, he  
12 did so with the premise that you did not need to have a Facebook account and while he used his  
13 Facebook account to login at the time there was a way to set up an account completely separate  
14 from Facebook. They took this ability away thereby insuring that the Plaintiff could not use the  
15 device he paid for.

16  
17 19. The Plaintiff has approached the Defendant to attempt to resolve these situations. The  
18 Defendant chose to mislead the plaintiff by saying they would respond with more information  
19 and work to seek a resolution and then began ignoring and blowing off the Plaintiff. Evidence  
20 will be introduced in court do support this claim.

21 A. In accordance with the Statement of Rights and Responsibilities, the Plaintiff  
22 attempted to contact Facebook to resolve this dispute directly. The terms regarding the Plaintiffs  
23 contract with the Defendant states If you have questions or complaints regarding our Data Use  
24 Policy or practices, please contact us by mail at 1601 Willow Road, Menlo Park, CA 94025 if  
25 you reside in the U.S. or Canada, or at Facebook Ireland Ltd., Hanover Reach, 5-7 Hanover  
26 Quay, Dublin 2 Ireland if you live outside the U.S. or Canada. Anyone may also contact us  
27  
28

1 through this help page<sup>28</sup>. He also attempted to contact them via the form in the agreement which  
2 is broken. See Exhibit J.

3 20. At this time, the Plaintiff seeks to advise the court of a grand jury subpoena issued by  
4 the Southern District of New York in response to a criminal investigation where the Plaintiff is a  
5 witness. (See Exhibit L, please note the Plaintiff has blurred out identifying information of the  
6 investigated parties but is happy to submit to the court and the Defendant under seal to protect  
7 the government's investigation) The data of that Facebook holds is required in order for the  
8 Plaintiff to continue cooperating with the government. In addition, the information is vital to any  
9 potential defense on the part of the Plaintiff. Facebook says on their website regarding data  
10 Parties to litigation may satisfy party and non-party discovery requirements relating to their  
11 Facebook accounts by producing and authenticating the content of communications from their  
12 accounts and by using Facebook's "Download Your Information" tool, which is accessible  
13 through the Settings drop down menu. If a person cannot access their content, Facebook may, to  
14 the extent possible, attempt to restore access to deactivated accounts to allow the person to  
15 collect and produce their content. However, Facebook cannot restore account content that had  
16 been deleted. Facebook preserves account content only in response to a valid government  
17 request. Facebook has the ability to give the Plaintiff the data that they already admit belong to  
18 the Plaintiff but are refusing to do so. This tool is called Download Your Information.<sup>30</sup> Your  
19 Information being the keyword.

20 21. Facebook is in breach of contract and violation of due process. According to rules set  
21 by Facebook, due process is required People using Facebook's services and Facebook itself  
22 may bring forward content for board review. The board will review and decide on content in  
23 accordance with Facebook's content policies and values. A couple of issues with this whole  
24  
25  
26  
27  
28

1 process. Facebook disabled the account of the Plaintiff without allowing him to appeal in  
2 violation of their own public statements to Congress. Facebook admits that the Plaintiff has the  
3 right to appeal their decision in multiple forms.

4 22. This includes disputing the ruling with Facebook (which the Plaintiff did via email since he  
5 did not have access to the support panel anymore), and appealing to the Oversight Board (which  
6 the Plaintiff was not allowed to do although the policy was already in place when they disabled  
7 his account). The bylaws state the board will review cases where people disagree with the  
8 outcome of Facebook s decisions and have exhausted the appeals process with Facebook. They  
9 further state that all content is eligible for review except  
10

11 23. The following types of content are not available for the board s review, unless  
12 reassessed in the future by Facebook:  
13

- 14 • Content types: content posted through marketplace, fundraisers, Facebook dating,  
15 messages, and spam.
- 16 • Decision types: decisions made on reports involving intellectual property  
17 or pursuant to legal obligations.
- 18 • Services: content on WhatsApp, Messenger, Instagram Direct, and Oculus.
- 19 • Where the underlying content has already been blocked, following the receipt  
20 of a valid report of illegality, and not removed for a Community Standards violation;  
21
- 22 • Where the underlying content is criminally unlawful in a jurisdiction with  
23 a connection to the content (such as the jurisdiction of the posting party and/or  
24 the reporting party) and where a board decision to allow the content on the  
25 platform could lead to criminal liability for Facebook, Facebook employees,  
26 the administration, or the board's members; or  
27  
28

- Where the underlying content is unlawful in a jurisdiction with a connection to the content (such as the jurisdiction of the posting party and/or the reporting party) and where a board decision to allow the content on the platform could lead to adverse governmental action against Facebook, Facebook employees, the administration, or the board's members.

24. Facebook admits that when you create a Facebook group it belongs to you. Again, this goes back to their statements that it is your group. They allow these groups to be active even after disabling the Plaintiffs account. See Exhibit M. They take away the ability for the Plaintiff to control his own groups. They allow others to continue using his groups.

25. Facebook pays third party fact checkers" to check viral misinformation. However, this is actually not what they do. To start, Facebook hires biased fact checkers to check what is sometimes conflicting information. For example, by looking up some of the sources you will see that they favor one side or the other. The Daily Caller's Check Your Fact and the Dispatch favor conservatives while Science Feedback and USA Today favor liberals.

26. It's important to note that Facebook is liable under the Lachman Act when it competes against newspapers on its platform. They use an algorithm to determine what stories are performing well and then they try to prove them wrong and promote their own self stories. It is important to note that Facebook pays for the fact checking service<sup>3435</sup>. Not only do they pay these companies to fact check but they then use techniques designed to shrink the reach of publishers by making their algorithm not show posts that they disagree with. The Plaintiff has seen the fact checkers admit were wrong, and it caused the reach of his posts to be cut. This information will come out in discovery. Nieman Lab reported company's fact checking partners



1 received between USD\$850-\$1790 per fact check in July 2019<sup>37</sup>. Facebook is actively  
2 competing against publishers by employing these individuals to censor posts using their  
3 algorithm. They are actively conspiring and competing with publishers.

4 27. TX HB 4390 states (b) A person who conducts business in this state and owns or  
5 licenses computerized data that includes sensitive personal information shall disclose any breach  
6 of system security, after discovering or receiving notification of the breach, to any individual  
7 whose sensitive personal information was, or is reasonably believed to have been, acquired by an  
8 unauthorized person. The disclosure shall be made without unreasonable delay and in each case  
9 not later than the 60th day after the date on which the person determines that the breach, except  
10 as provided by Subsection (d) or as necessary to determine the scope of the breach and restore  
11 the reasonable integrity of the data system. Facebook failed to protect the privacy of its users  
12 when it allowed millions of account data to be stolen. They violated state law by not  
13 informing the Plaintiff or those similarly situated within 90 days.

14 28. TEXAS BUSINESS AND COMMERCE CODE TITLE 2, CHAPTER 17 DECEPTIVE  
15 TRADE PRACTICES says, except as provided in Subsection (d) of this section, the term  
16 "False, misleading, or deceptive acts or practices" includes, but is not limited to, the following  
17 acts: (9) advertising goods or services with intent not to sell them as advertised and (7)  
18 representing those goods or services are of a particular standard, quality, or grade, or that goods  
19 are of a particular style or model, if they are of another.” Facebook acted illegally when they sold  
20 the oculus device and then rendering it useless based on the disabling of the users account and  
21 access to the device.  
22  
23  
24  
25  
26  
27  
28

29. Facebook represented that Moates was banned under their Qanon policy<sup>4</sup>. Admitting they considered Moates to be a member of the Qanon movement. On a press release on 19 January 2021, they called members banned under this policy “Dangerous Individuals,” “militarized social movements,” and “violence-inducing conspiracy networks, such as Qanon.” These statements are libelous. Furthermore, the boast “we also removed about 3,000 Pages, 9,800 groups, 420 events, 16,200 Facebook profiles, and 25,000 Instagram accounts for violating our policy against QAnon.”<sup>5</sup>

30. Plaintiff DC Chronicle was harmed because of the actions taken on Moates’ account. The pages they used for their business model and to share news were disabled. The groups they used for their business model were disabled. Their access to Instagram and Crowdtangle were disabled.

31. Plaintiff DC Chronicle was harmed because of the actions taken on Moates’ account. The analytical data on their news postings was stolen by Facebook when they disabled the account.

32. Plaintiff DC Chronicle was harmed because of the actions taken on Moates’ account. All communications used by DC Chronicle were stolen by Facebook when they disabled the account.

## V. CAUSES OF ACTION AND ADDITIONAL FACTS

### CAUSES OF ACTION AGAINST PLAINTIFF FACEBOOK

#### **A. DEFAMATION OF CHARACTER – LIBEL (Texas CPR, Title 4, Chapter 73)**

1. All previous allegations are incorporate herein by reference.

2. Mr. Moates is a private individual who does not hold public office nor is a public figure for any purpose.

<sup>4</sup> <https://storage.courtlistener.com/recap/gov.uscourts.txed.202288/gov.uscourts.txed.202288.28.0.pdf>

<sup>5</sup> <https://about.fb.com/news/2020/08/addressing-movements-and-organizations-tied-to-violence/>

1 3. The foregoing statements made and published by the Defendant were statements made of fact  
2 that were false, misleading, or lacked context.

3 4. The statements made by Defendant directly and indirectly referred to the Plaintiff.

4 5. The statements made by the Defendant were libelous per se because they have injured Mr.  
5 Moates reputation and exposed him to public hatred, contempt, ridicule, and financial injury.  
6

7 6. The statements made by the Defendant were libelous per se because they injured Mr. Moates  
8 in his home, profession, and various occupations.

9 7. In the alternative, the foregoing statements made and published by the Defendant were  
10 libelous through innuendo and implication. The Defendant engaged in the omission of facts and  
11 context to frame their narrative. Since the Plaintiff was a former contributor, they had his email  
12 on file.  
13

14 8. Defendant are strictly liable for damages caused by the libel.

15 9. Alternatively, Defendant knew the foregoing defamatory statements were false or reckless  
16 with regard to the accuracy of the statements.  
17

18 10. Alternatively, Defendant knew or should have known the defamatory statements were false.  
19 In addition, they did not do their due diligence.

20 11. Mr. Moates is entitled to recover nominal damages, general damages, special damages, and  
21 exemplary damages.

22 **B. Breach of Contract – Material Misrepresentation of Fact, Material Breach (Texas**  
23 **Statutory and Common Law) Count One**  
24

25 1. A legally binding contract was formed between Moates and the Defendant.

26 2. The offer was accepted by Moates.  
27  
28

1 3. This contract did not apply to DC Chronicle and to date DC Chronicle has not signed an  
2 agreement with the Defendant.

3 4. The contract is Statement of Rights and Responsibilities from 2014. Moates has not been  
4 notified or agreed to any new agreements. According to precedent set by the Supreme Court of  
5 the United States, no new terms can apply because Moates has not been notified nor accepted  
6 any subsequent agreements. See Douglas v Talk America Inc., Harris v Blockbuster, Inc, and  
7 Rodman v Safeway.  
8

9 5. The Plaintiffs paid for services including but not limited to use of user data for advertising and  
10 to build a following by the Defendant, and monetary exchange.

11 6. Defendant breached their contract by not providing the platforms and disabling the user  
12 accounts without cause. By charging the Plaintiff for services not rendered. By enforcing a  
13 contract, the Plaintiff did not agree too.  
14

15 7. The Plaintiffs were damaged monetarily, emotionally, and suffered a loss of important data,  
16 reach, and communications.  
17

### 18 **C. Breach of Contract – Count Two**

19 1. The Defendant breached multiple contracts when they disabled all subsequent accounts  
20 including Instagram, Oculus, Crowdtangle, and Whatsapp.

21 2. The Defendant disabled multiple accounts in violation of the Statement of Rights and  
22 Responsibilities. The Statement of Rights and Responsibilities does not have any prevision for  
23 the deactivation of Instagram, Oculus, Whatsapp, and Crowdtangle accounts. Furthermore, they  
24 deactivated the Facebook account without cause. The contract states “If you violate the letter or  
25 spirit of this Statement, or otherwise create risk or possible legal exposure for us, we can stop  
26 providing all or part of Facebook to you.” The Defendant did no such thing. Simply having a  
27  
28

1 non-violent page titled Qanon is not legal exposure because any claims brought by the  
2 government for simply titling a page Qanon would be protected by the First Amendment.

3 **D. Breach of Contract – Count Three**

4 1. The Defendant breached a contract by making the false representation that “you own all the  
5 content and information you post on Facebook.” If that is the case why is Facebook holding the  
6 Plaintiffs data hostage and not releasing what they admit belongs to the Plaintiffs<sup>6</sup>.  
7

8 **E. Breach of Contract – Count Four**

9 1. The Defendants breached a contract by promising to “provide you with seven days’ notice and  
10 an opportunity to comment on changes to this statement.” That did not happen.  
11

12 **F. Breach of Contract – Count Five**

13 1. Facebook agreed to “You may also delete your account or disable your application at any  
14 time.” Again, this is not true. They do not give you the ability to delete your account if they  
15 disable it.  
16

17 **G. Texas Deceptive Trade Practices Act – Count One**

18 1. The Plaintiffs were a consumer of the Defendant.  
19 2. The Defendant advertised goods or services with intent not to sell them as advertised. This  
20 included selling ads for the pages, selling the Oculus and then rendering it useless, and promising  
21 services not provided. This also includes accepting payment of the Plaintiffs data but then not  
22 providing the payment of service to them. The Defendant made and continue to make false  
23 claims while trying to sell their products including but not limited to stating that they are “your  
24 pages,” “your groups,” and “you can download your data at any time.” The Defendant charged  
25 the Plaintiff thousands of dollars in the weeks leading up to his disabled account and they  
26  
27

28 

---

<sup>6</sup> <https://storage.courtlistener.com/recap/gov.uscourts.txed.202288/gov.uscourts.txed.202288.28.2.pdf>

1 represented he would build a following this way. This was a lie intended to mislead him into  
2 their scam of taking money.

3 3. The Defendant promoted a pyramid promotional scheme, as defined by Section 17.461. The  
4 statute says, “A person commits an offense if the person contrives, prepares, establishes,  
5 operates, **advertises**, sells, or **promotes a pyramid promotional scheme.**” Facebook approved  
6 advertising and continues<sup>7</sup> to advertise and promote Advocare. The FTC determined that  
7 Advocare was a pyramid scheme and Advocare admitted and settled<sup>8</sup>.

9 4. The Defendant knew at the time that the Plaintiff was advertising that they planned to suspend  
10 his account, but they did not notify him. Instead, they continued to bill him for a following they  
11 knew they were going to take away. The failure to disclose information concerning goods or  
12 services known at the time of the transaction and was used to induce the consumer into a  
13 transaction who otherwise would not have entered had the information been disclosed. It is clear  
14 the Plaintiffs would not have paid for a following they did not expect to keep. This was done  
15 with malice.  
16

17 5. The Defendants mislead individuals by willingly changing the goals of advertisers without  
18 telling them or notifying them. They admit to “we may broaden the targeting criteria you  
19 specify.”<sup>9</sup>  
20

21 **H. Texas Deceptive Trade Practices Act – Count Two BUSINESS AND COMMERCE**  
22 **CODE TITLE 2 CHAPTER 17.46 AND 17.50,**  
23

24  
25 <sup>7</sup>

26 [https://www.facebook.com/ads/library/?active\\_status=all&ad\\_type=all&country=US&view\\_all\\_page\\_id=258046150625&sort\\_data\[direction\]=desc&sort\\_data\[mode\]=relevancy\\_monthly\\_grouped&search\\_type=page&media\\_type=all](https://www.facebook.com/ads/library/?active_status=all&ad_type=all&country=US&view_all_page_id=258046150625&sort_data[direction]=desc&sort_data[mode]=relevancy_monthly_grouped&search_type=page&media_type=all)

27 <sup>8</sup> <https://www.ftc.gov/news-events/press-releases/2019/10/multi-level-marketer-advocare-will-pay-150-million-settle-ftc>

28 <sup>9</sup> <https://storage.courtlistener.com/recap/gov.uscourts.txed.202288/gov.uscourts.txed.202288.28.2.pdf>

1 1. Defendant Facebook makes a statement in their Statement of Rights and Responsibility that  
2 says, “you own all of the content and information you post on Facebook.”

3 2. Defendant Facebook has taken this data they claim Plaintiff Moates owns.

4 3. They are in violation of the law that states “disparaging the goods, services, or business of  
5 another by false or misleading representation of facts. They claim he owns content that is on  
6 their servers, yet they restrict his access to that content.

7 4. Furthermore, in an email from the Office of the Vice President for Global Business, they  
8 stated that he could “request data” that he owns. The also said “they’d be happy to assist.”

9 5. Both statements were intentionally false, both statements were made to get Plaintiff Moates to  
10 act, by signing the Statement of Rights and Responsibilities or to fill out said non-existent form.”

11 Both caused significant emotional distress and interfered with business operations.

12  
13  
14 **I. Texas Deceptive Trade Practices Act – Count Three (Oculus Go) BUSINESS AND**  
15 **COMMERCE CODE TITLE 2 CHAPTER 17.46 AND 17.50**

16 1. Prior to the sale of the Oculus Go to Moates, Facebook/Oculus never stated that a Facebook  
17 account was needed. Nor could Mr. Moates have expected to need a Facebook account. In fact,  
18 they advertised using an Oculus account to access the device.

19 2. Facebook decided after that they were going to require that you use a Facebook account<sup>10</sup>.

20 3. At no time was the Facebook account requirement an issue when the Oculus Go device was  
21 purchased.

22 4. The law states “DECEPTIVE TRADE PRACTICES UNLAWFUL. (a) False, misleading, or  
23 deceptive acts or practices in the conduct of any trade or commerce are hereby declared  
24  
25  
26  
27

28  

---

<sup>10</sup> <https://www.oculus.com/blog/a-single-way-to-log-into-oculus-and-unlock-social-features/>

1 unlawful” and “disparaging the goods, services, or business of another by false or misleading  
2 representation of facts” is one of the unlawful acts.

3 5. By requiring the Facebook account after the sale and saying, “If you choose not to merge your  
4 accounts at that time, you can continue using your device, but full functionality will require a  
5 Facebook account,” Facebook is disparaging the product. By saying you only needed and Oculus  
6 account to use the device at the time of sale and then changing it after the fact, Facebook made  
7 “false and misleading representation of facts.”

8  
9 6. Furthermore, by requiring the use of Facebook (the platform,) they are coercing you into a  
10 new contract to use a device you already purchased. They state that in order to have full  
11 functionality of your device, you must use Facebook and also say “when you log into Oculus  
12 using your Facebook account, Facebook will use information related to your use of VR and other  
13 Facebook products.” Therefore I argue that this is you must agree to our contract or we are going  
14 to make your device limited.  
15

16 **J. Texas Deceptive Trade Practices Act – Count Three (Oculus Quest) BUSINESS AND**  
17 **COMMERCE CODE TITLE 2 CHAPTER 17.46 AND 17.50**  
18

19 1. Prior to the sale of the Oculus Quest 2 to Moates, Facebook nor any 3<sup>rd</sup> Party, relayed to  
20 Moates that he would need a Facebook account to use his Oculus Quest 2.

21 2. When Moates began to use his device, he realized that under the Terms, Facebook/Oculus  
22 stated that a Facebook account was needed.

23 3. So essentially, the device was sold and then Facebook required you to enter a contract that  
24 requires you to use Facebook to have a functional device. By selling, then forcing a contract to  
25 use the device, Facebook engaged in coercion of contract. They also violated the law which  
26 states they cannot “disparage [ing] the goods, services.”  
27  
28



1 4. At the time of the sale, Mr. Moates had an active Facebook account and there was no reason to  
 2 suspect Facebook was going to disable it.

3 **K. Texas Deceptive Trade Practices Act – Count Four Breach of Expressed Warranty**  
 4 **(Oculus Quest and Go) BUSINESS AND COMMERCE CODE TITLE 2 CHAPTER 17.46,**  
 5 **17.50, 2.313, AND 2.314 – 2.315, AND TEXAS OCCUPATIONS CODE CH 1304**  
 6

7 1. Facebook offers a “Limited Consumer Warranty<sup>11</sup>” with the sale of the Oculus devices. It  
 8 states, “This Warranty gives you specific legal rights, and you may also have other rights, which  
 9 vary from state to state and country to country.”

10 2. It also waives any forum selection clause stating, “This Warranty is in addition to, and does  
 11 not affect any rights you have under the laws in your jurisdiction concerning the sale of  
 12 consumer goods.”

13 3. It says, “under normal and intended use, function substantially in accordance with our  
 14 technical specifications or accompanying product documentation (the “Warranted  
 15 Functionality”) during the Warranty Period.” And “If and to the extent the Product needs  
 16 Facebook Technologies software or services to achieve the Warranted Functionality, we will  
 17 make and keep software and services available during the Warranty Period. We may update,  
 18 modify or limit such software and services in our sole discretion so long as we continue to  
 19 maintain (or exceed) the Warranted Functionality.”

20 4. Facebook has failed to do just that. They in fact took steps to make both devices inaccessible.  
 21 They disabled the account, they misrepresented the functionality, they have not complied with  
 22 the warranty after being given notice.  
 23  
 24  
 25

26  
 27 <sup>11</sup> [https://scontent-dfw5-2.xx.fbcdn.net/v/t39.2365-](https://scontent-dfw5-2.xx.fbcdn.net/v/t39.2365-6/49630950_615501395581577_8065528336517955584_n.pdf?_nc_cat=107&ccb=1-5&_nc_sid=ad8a9d&_nc_ohc=sRgKAe5htMQAX-3LJkh&_nc_ht=scontent-dfw5-2.xx&oh=b58e54abeb48f1e49f79ac54754d6415&oe=6125CCB0)  
 28 [6/49630950\\_615501395581577\\_8065528336517955584\\_n.pdf?\\_nc\\_cat=107&ccb=1-](https://scontent-dfw5-2.xx.fbcdn.net/v/t39.2365-6/49630950_615501395581577_8065528336517955584_n.pdf?_nc_cat=107&ccb=1-5&_nc_sid=ad8a9d&_nc_ohc=sRgKAe5htMQAX-3LJkh&_nc_ht=scontent-dfw5-2.xx&oh=b58e54abeb48f1e49f79ac54754d6415&oe=6125CCB0)  
[5&\\_nc\\_sid=ad8a9d&\\_nc\\_ohc=sRgKAe5htMQAX-3LJkh&\\_nc\\_ht=scontent-dfw5-](https://scontent-dfw5-2.xx.fbcdn.net/v/t39.2365-6/49630950_615501395581577_8065528336517955584_n.pdf?_nc_cat=107&ccb=1-5&_nc_sid=ad8a9d&_nc_ohc=sRgKAe5htMQAX-3LJkh&_nc_ht=scontent-dfw5-2.xx&oh=b58e54abeb48f1e49f79ac54754d6415&oe=6125CCB0)  
[2.xx&oh=b58e54abeb48f1e49f79ac54754d6415&oe=6125CCB0](https://scontent-dfw5-2.xx.fbcdn.net/v/t39.2365-6/49630950_615501395581577_8065528336517955584_n.pdf?_nc_cat=107&ccb=1-5&_nc_sid=ad8a9d&_nc_ohc=sRgKAe5htMQAX-3LJkh&_nc_ht=scontent-dfw5-2.xx&oh=b58e54abeb48f1e49f79ac54754d6415&oe=6125CCB0)

1 5. Furthermore, the Oculus terms of service state that you must follow the Facebook Terms of  
 2 Service... but it does not state which version of the terms. As Moates understands it, the Terms  
 3 for Facebook when Moates signed up for Facebook apply because Moates has never received  
 4 notice of a change of terms. See Douglas v Talk America, Harris v Blockbuster, and Rodman v  
 5 Safeway. Furthermore, the link in the Oculus terms that states this is “facebook.com/terms/” the  
 6 exact same URL as when Moates agreed to the Terms in 2014. See Pricer Declaration which  
 7 states these are the "Terms" for your relationship with Facebook.  
 8

9 **L. Texas Deceptive Trade Practices Act – Count Four Negligence (Oculus Quest)**

10 1. When Facebook sold the device to Moates, they had a duty to make sure that the device and  
 11 all components worked properly. Facebook had a duty to protect its users from unnecessary  
 12 harm. The lack of Facebook to protect Moates cause Mr. Moates to have significant skin  
 13 irritation, breakouts, and red skin around the base of the cover.  
 14

15 2. Facebook should have foreseen the issue because the device is used by directly touching the  
 16 skin and using the eyes.  
 17

18 3. Furthermore, Mr. Moates attempted to resolve the issue, but he did not have access to the “Go  
 19 to my device” section because Facebook disabled his account<sup>12</sup>.

20 **M. Texas Deceptive Trade Practices Act – Count Five Breach of Express Warranty (Oculus**  
 21 **Quest) BUSINESS AND COMMERCE CODE TITLE 2 CHAPTER 17.46, 17.50, 2.313,**  
 22 **AND 2.314 – 2.315, AND TEXAS OCCUPATIONS CODE CH 1304**

23 1. When Facebook sold the device to Moates, they had a duty to make sure that the device and  
 24 all components worked properly. Facebook had a duty to protect its users from unnecessary  
 25  
 26  
 27

28 <sup>12</sup> <https://www.oculus.com/quest-2/removable-facial-interface-alert/>

1 harm. The lack of Facebook to protect Moates cause Mr. Moates to have significant skin  
 2 irritation, breakouts, and dark red skin around the base of the cover.

3 2. Furthermore, Mr. Moates attempted to resolve the issue, but he did not have access to the “Go  
 4 to my device” section because Facebook disabled his account<sup>13</sup>. Facebook by disabling his  
 5 account removed Moates’ ability to file a warranty claim.

6  
 7 3. The warranty states “This Warranty covers defects and malfunctions in the new Facebook  
 8 Technologies product(s) it accompanies (the “Product”).”

9 **N. Product Liability – Design Defect (Oculus Quest) CPRC TITLE 4 CHAPTER 82**

10 1. The Quest 2 was defectively designed and unreasonably dangerous. According to the  
 11 Consumer Product Safety Commission, “the foam interface,” “attached to the Oculus Quest 2  
 12 headset,” can cause facial problems including “including rashes, swelling, burning, itching,  
 13 hives, and bumps.”

14  
 15 2. The device again caused significant skin irritation, breakouts, and red skin around the base of  
 16 the cover.

17  
 18 3. Many safer alternatives existed including the replacement product Silicon Facebook now  
 19 sends to those who don’t have their Facebook account disabled.

20 **O. Product Liability – Manufacturing Defect (Oculus Quest) CPRC TITLE 4 CHAPTER**  
 21 **82**

22 1. The Quest 2 was defectively designed.

23 2. The device again caused significant skin irritation, breakouts, and red skin around the base of  
 24 the cover.

25  
 26 **Product Liability (Quest) Breach of Implied Warranty of Merchantability**

27  
 28 

---

  
<sup>13</sup> <https://www.oculus.com/quest-2/removable-facial-interface-alert/>

1 1. Facebook sold the Product to Moates.

2 2. It was unfit for ordinary purposes.

3 3. The Plaintiff blocked access to file a claim by disabling his access to the Go To My Device  
4 section of Oculus Facebook. When the Plaintiff reached out to the company via chat they  
5 continued to refer him back to the Go to My Device portal.  
6

7 4. The product defect caused Mr. Moates to have significant skin irritation, breakouts, and dark  
8 red skin around the base of the cover.

9 **P. Product Liability (Quest) Fraud By Non-Disclosure**

10 1. Facebook attempted to hide how dangerous the recall was. They claimed, “very small  
11 percentage of users who have experienced skin irritation.”<sup>14</sup> When what they should have said is  
12 approximately 4 million devices have significant health risk that can cause “facial skin irritation  
13 and reactions including rashes, swelling, burning, itching, hives, and bumps.”<sup>15</sup>  
14

15 2. These facts were material and not disclosed. Facebook had a duty to keep consumers safe and  
16 instead of making accurate statements they downplayed the seriousness of health risk so they  
17 could profit and have to spend less on replacements.  
18

19 3. Facebook knew that the plaintiff was ignorant of the facts, and the plaintiff did not have an  
20 equal opportunity to discover the facts. He did not have access to the information because  
21 Facebook keeps the information private.  
22

23 4. Facebook intended to downplay it and cause others to refrain from acting by failing to disclose  
24 the facts and by misrepresenting the facts. What they call “skin irritation” is actually “burning,  
25 hives,” etc  
26

27 <sup>14</sup> <https://www.oculus.com/quest-2/removable-facial-interface-alert/>

28 <sup>15</sup> <https://www.cpsc.gov/Recalls/2021/Facebook-Technologies-Recalls-Removable-Foam-Facial-Interfaces-for-Oculus-Quest-2-Virtual-Reality-Headsets-Due-to-Skin-Irritation-Hazard-Recall-Alert>

**R. Aiding and Encouraging Suicide (PENAL § 22.08. Aiding Suicide)**

1. Multiple Facebook users had told Plaintiff Moates to kill himself. Each time Moates reported these messages to Facebook and each time after Facebook staff reviewed the comments, they said that it was not against their terms and that no action would be taken. Thereby promoting the message sent by the users.

**S. Data/Cyber Security – (Tex. Bus. & Com. Code § 521.052(a))**

1. Facebook failed to take appropriate actions to protect the data of its users and as a result, the Plaintiffs data was exposed to unauthorized users during the Cambridge Analytica scandal.

2. Facebook failed to notify the public regarding the breach and attempted to cover up how bad it was in violation of the law, Sec 521.053<sup>16</sup>. Facebook accepted responsibility for the mistake, thereby making them liable<sup>17</sup>.

3. In September 2018, Facebook again failed to take appropriate actions to protect the data of its users and as a result, the Plaintiffs data was exposed to unauthorized users in which they could see all the Plaintiffs private content. This was right after the Cambridge Analytica scandal.

4. Again, Facebook failed to notify the effected users.

5. In March 2019, Facebook was exposed for storing millions of user's passwords in plain-text files. Any of the thousands of Facebook employees had access to these passwords. This was extremely reckless<sup>18</sup>.

6. It was subsequently exposed that Facebook did the same thing for millions of Instagram users<sup>19</sup>.

<sup>16</sup> <https://www.bbc.com/news/technology-56815478>

<sup>17</sup> <https://www.politico.com/story/2018/04/04/facebook-cambridge-analytica-data-users-502064>

<sup>18</sup> <https://krebsonsecurity.com/2019/03/facebook-stored-hundreds-of-millions-of-user-passwords-in-plain-text-for-years/>

<sup>19</sup> <https://techcrunch.com/2019/04/18/instagram-password-leak-millions/>

1 7. Again, in both instances they did not notify affected users.

2 8. In two separate instances in April and September of 2019, Facebook information was exposed  
3 placing user information on a sever giving people access to users phone numbers, names, gender,  
4 and locations.

5 9. Again, in both instances they did not notify affected users<sup>20</sup>.

6 10. In December of 2019, Facebook exposed 300 million users by giving hackers access to their  
7 API which allowed them to scrape phone numbers, names, and user ID's which were posted on  
8 the dark web<sup>21</sup>. Subsequent information about a second server came out in March 2020.

9 11. Again, in both instances they did not notify affected users.

10 12. Facebook failed in multiple instances to “implement and maintain reasonable procedures,  
11 including taking any appropriate corrective action, to protect from unlawful use or disclosure any  
12 sensitive personal information collected or maintained by the business in the regular course of  
13 business” and to “A person who conducts business in this state and owns or licenses  
14 computerized data that includes sensitive personal information shall disclose any breach of  
15 system security, after discovering or receiving notification of the breach, to any individual whose  
16 sensitive personal information was, or is reasonably believed to have been, acquired by an  
17 unauthorized person.”  
18  
19  
20

21 13. As alleged above, 2<sup>nd</sup> Defendants made information accessible to Facebook through the  
22 Plaintiffs cell phone including tracking internet browsing data, biometric data, health data,  
23 location data, financial data, phone usage data, search history, and identifiers.

24 **T. Biometric Data – (Tex. Bus. & Com. Code § 503.001)**  
25

26  
27 <sup>20</sup> <https://www.technologyreview.com/2019/09/05/133154/facebook-has-leaked-419-million-phone-numbers/>  
28

<sup>21</sup> <https://newyork.cbslocal.com/2019/12/20/facebook-dark-web-data-breach/>

1 1. At no time has Facebook provide informed consent required for the collection of biometric  
2 identifiers as required by law.

3 2. Facebook ran a program called “Tag Suggestions” which works by scanning photographs  
4 uploaded by a user and then identifies faces appearing in those photographs. Tag Suggestions  
5 uses proprietary facial recognition software to extract from user-uploaded photographs the  
6 unique biometric identifiers (i.e., graphical representations of facial features, also known as  
7 facial geometry) associated with people’s faces. Facebook did not disclose its biometrics data  
8 collection to its users, nor does it even ask users to acknowledge, let alone consent to, these  
9 practices  
10  
11 3. From 2015 forward, Instagram collects and stores biometric data of more than 100 million  
12 users, without their knowledge or consent. Facebook then uses the data to “bolster its facial  
13 recognition abilities across all of its products, including the Facebook application, and shares this  
14 information among various entities. Facebook does all of this without providing any of the  
15 required notices or disclosures required by Texas law.”<sup>22</sup>

16  
17 4. At no time did the Plaintiff provide consent to AT&T to transmit said data to Facebook.  
18

19 **U. Right to Adequate Assurance of Performance (Tex. Bus. & Com. Code § 2.06)**

20 1. Texas law requires “A contract for sale imposes an obligation on each party that the other's  
21 expectation of receiving due performance will not be impaired.” Defendant Facebook violated  
22 the law by impairing the Plaintiff (Moates) access to use the software/device through his Oculus  
23 Quest 2 and Oculus Go.  
24  
25  
26  
27  
28

---

<sup>22</sup> <https://www.thedailybeast.com/how-facebook-fights-to-stop-laws-on-facial-recognition>

1 2. When Facebook disabled the accounts of Moates Facebook, Instagram, Crowdtangle,  
 2 WhatsApp and Messenger, it violated the law by impairing the product to which Moates and DC  
 3 Chronicle had a reasonable expectation of receiving.

4 **V. Fraud – Count One (Penal Code Title 37 Chapter 32)**

5  
 6 1. As the courts are aware, there are four elements to an allegation of fraud: (1) that a material  
 7 representation was made; (2) that the representation was false; (3) when the statement was made,  
 8 the speaker knew it was false or made it recklessly without any knowledge of the truth and as a  
 9 positive assertion; (4) the speaker made the representation with the intent that the other party  
 10 should act on it; (5) the party acted in reliance on the representation; and (6) the party suffered  
 11 injury.

12  
 13 2. Jenny Pricer, a Facebook Case Manager in eDiscovery/Litigation Legal Department made a  
 14 “declaration” under “penalty of perjury” that “Plaintiff Michael Moates created a Facebook  
 15 account on July 13, 2014. Attached hereto as Exhibit A is a true and correct copy of the  
 16 November 15, 2013, Terms of Service that was in effect in July 2014, as maintained in  
 17 Facebook’s records.” For this courts notice, the declaration and exhibit are marked Exhibit S in  
 18 this filing.

19  
 20 3. When Plaintiff Moates signed up for Facebook in “July 2014” he agreed to a Statement of  
 21 Rights and Responsibilities and no subsequent agreements.

22 4. Mrs. Pricer made a material representation made under “penalty of perjury” to the court and to  
 23 the Plaintiff. (He was served).

24  
 25 5. The Exhibit shows multiple hyperlinks in blue and underlined. But this was not the case when  
 26 Plaintiff Moates signed up. The hyperlinks similarly as they appear today were black<sup>23</sup>. Also,

27  
 28 \_\_\_\_\_  
<sup>23</sup> <https://www.facebook.com/legal/terms/update>



1 they were also not underlined<sup>24</sup>. Plaintiff Moates had no way of knowing they were hyperlinks at  
 2 the time and by representing the that they were blue and underlined, they made a factual  
 3 misrepresentation.

4 6. Had Moates known at the time that these were hyperlinks, he would have reviewed them.

5 Facebook intentionally did not make it know that these were separate agreements. This was done  
 6 with malice.

7 7. Moates acted on the belief that the Statement of Rights and Responsibilities served as the  
 8 contract between Moates and Defendant Facebook. Facebook acted with the intent to disguise  
 9 the other agreements to get users to agree.

10 8. Moates relied on the fact that these “terms of service that governs our relationship with users  
 11 and others who interact with Facebook. By using or accessing Facebook, you agree to this  
 12 Statement” and that statement alone.

13 9. Plaintiff Moates has now suffered many different injuries, including monetary, the loss of  
 14 accounts and data, litigation, litigation determinations, etc. This was intentional by the Defendant  
 15 Facebook Inc.

16 10. The alteration of the document after executed by the Plaintiff with the intent “to alter, make,  
 17 complete, execute, or authenticate any writing so that it purports: (i) to be the act of another who  
 18 did not authorize that act;” is the issue at hand here.

19 **Q. Fraud – Count Two (Penal Code Title 37 Chapter 32), Penal Code 32.46**

20 1. As stated above, “Jenny Pricer, a Facebook Case Manager in eDiscovery/Litigation Legal  
 21 Department made a “declaration” under “penalty of perjury” that “Plaintiff Michael Moates  
 22 created a Facebook account on July 13, 2014. Attached hereto as Exhibit A is a true and correct  
 23  
 24  
 25  
 26  
 27

28 <sup>24</sup> <https://web.archive.org/web/20141014030338/Facebook.com/terms>

1 copy of the November 15, 2013, Terms of Service that was in effect in July 2014, as maintained  
2 in Facebook's records." For this courts notice, the declaration and exhibit are marked Exhibit S  
3 in this filing."

4  
5 2. When Plaintiff Moates signed up for Facebook in "July 2014" he agreed to a Statement of  
6 Rights and Responsibilities and no subsequent agreements.

7 3. Mrs. Pricer made a material representation made under "penalty of perjury" to the court and to  
8 the Plaintiff. (He was served).

9 4. These misrepresentations cause the Plaintiff to dismiss his claims in federal court and pursue  
10 only state claims.

11 5. The Exhibit shows multiple hyperlinks in blue and underlined. But this was not the case when  
12 Plaintiff Moates signed up.

13  
14 6. By taking the declaration "under penalty of perjury," Moates made a calculated decision to  
15 proceed with state claims in state court only. This was done with malice to get the court to rule  
16 one way and to get Moates to change his opinion of the facts.

17  
18 7. Now, Plaintiff Moates has suffered injury by relying on these statements. Thus, now he would  
19 have to spend numerous hours on refiling with the federal court and start the process over.

20 **R. Fraud – Count Three (Penal Code 32.31)**

21 1. After disabling the Plaintiff Moates' account, Defendant Facebook attempted to charge both  
22 Moates and DC Chronicle (both entities)(through Moates) after having the right revoked in  
23 writing to their attorneys.

24  
25 2. Please note the attorneys asked Moates not to communicate with Facebook only through them.

26 3. These charges were for services that they had not provided.  
27  
28

1 4. These charges were after the Plaintiffs requested in writing on 1 December 2020. They  
2 continued with malice. See Exhibit V.

3 5. These damages cause harm to the Plaintiffs relationship with his bank.

4 6. They also caused numerous stress and anxiety that because they had now cut his income and  
5 were attempting to continue to charge him, he may not have funds to live.  
6

7 **S. Fraud – Count Four (Penal Code 32.32)**

8 1. During the purchase of advertising, Facebook represented to Plaintiffs that they could run ads  
9 “Create a promotion to help **more people find and like your page.**” See Exhibit T.

10 2. The statement was false as they did not provide the likes. Furthermore, Facebook took away  
11 likes and followers without cause. Likes are according to Facebook are “support for a Page and  
12 be able to see updates from it in News Feed.”<sup>25</sup> Finally, they did not share the content, or they  
13 severely limited the reach of the content in newsfeed. Thereby making misrepresentations about  
14 the advertising, reach, following, and likes.  
15

16 3. Facebook made the misrepresentation with the idea to profit and knowingly knew the  
17 algorithm may not show content<sup>26</sup>. This was done with malice.  
18

19 4. The Plaintiffs suffered injury.

20 **U. Fraud – Count Four (Penal Code 32.32)**

21 1. 1. During the purchase of advertising, Facebook represented to Plaintiffs that they could run  
22 ads “Create a promotion to help **more people find and like your page.**” See Exhibit T.

23 2. The statement was false as they did not provide the likes. Furthermore, Facebook took away  
24 likes and followers without cause. Likes are according to Facebook are “support for a Page and  
25  
26  
27

28 <sup>25</sup> <https://www.facebook.com/help/216630288356463>

<sup>26</sup> <https://about.fb.com/news/2019/02/inside-feed-facebook-26-friends-algorithm-myth/>

1 be able to see updates from it in News Feed.<sup>27</sup> Finally, they did not share the content, or they  
 2 severely limited the reach of the content in newsfeed. Thereby making misrepresentations about  
 3 the advertising, reach, following, and likes.

4 3. Facebook made the misrepresentation with the idea to profit and knowingly knew the  
 5 algorithm may not show content<sup>28</sup>. In addition, at no time told the Plaintiff his content would be  
 6 diminished in reach based on their perception of what news is. In fact, in their agreement with  
 7 Moates they state they will “enhance the effectiveness” of your ads.

8 4. When you purchase something you own it. The likes/followers were purchased. Facebook has  
 9 now stolen the followers/likes from the Defendants.

10 5. That factor that the Plaintiffs were selling the following/reach to the Plaintiff was a key  
 11 decision to purchase it. They continued selling to him knowing they planned to disable his  
 12 accounts. They did this to profit. This was done with malice.

13 6. This was a direct damage to the Plaintiffs.

## 14 **V. Violation of the Texas Constitution Article 1.8**

15 1. The Texas Constitution states, “very person shall be at liberty to speak, write or publish his  
 16 opinions on any subject, being responsible for the abuse of that privilege; and no law shall ever  
 17 be passed curtailing the liberty of speech or of the press.”

18 2. When Facebook disable the account of the Mr. Moates, they engaged in censorship.  
 19 Furthermore, Facebook is a state actor and are not protected as a private entity. For example,  
 20 Facebook entering a contract partnership with the Federal Government for the intention of  
 21 providing services that are subject to various free speech laws<sup>2930</sup>. Furthermore, Facebook

22  
 23  
 24  
 25  
 26  
 27 <sup>27</sup> <https://www.facebook.com/help/216630288356463>

<sup>28</sup> <https://about.fb.com/news/2019/02/inside-feed-facebook-26-friends-algorithm-myth/>

<sup>29</sup> <https://www.archives.gov/files/social-media/terms-of-service/tos-facebook.pdf>

<sup>30</sup> [https://www.epic.org/foia/gov2.0/GSA\\_Facebook\\_Amendment.pdf](https://www.epic.org/foia/gov2.0/GSA_Facebook_Amendment.pdf)

1 provides pages to various state and federal legislatures, courts, and the executive branches. They  
 2 help the government run said pages and by doing so, they are acting in partnership and on behalf  
 3 of the government. For example, Facebook acted on behalf of the government by creating  
 4 accounts and transferring followers to Biden administration<sup>3132</sup>. Another example, would be  
 5 when Facebook acted on behalf of the National Archives by archiving previous administration  
 6 pages.  
 7

8 3. When they disabled the account of Plaintiff Moates, they blocked his ability to communicate  
 9 with government officials and they did so as a state actor.

10 **\*Nothing in this section is requesting claims on the federal lever, simply sharing facts for**  
 11 **the Texas Constitutional claim\***  
 12

### 13 **W. Data Theft - Violation of Penal Code Title 7 Chapter 33.02 Breach of Computer**

#### 14 **Security Count 1**

15 1. Facebook violated the law which states “A person commits an offense if the person knowingly  
 16 accesses a computer, computer network, or computer system without the effective consent of the  
 17 owner.”  
 18

19 2. Facebook accessed information related to health and fitness, financial, browsing history,  
 20 phone usage, purchases, location, contacts, search history, and other data without the consent of  
 21 the Plaintiff.

22 3. Furthermore, Facebook used this information to profit thereby violating the law. “When  
 23 benefits are obtained, a victim is defrauded or harmed, or property is altered, damaged, or  
 24 deleted in violation of this section, whether or not in a single incident, the conduct may be  
 25

---

26  
 27 <sup>31</sup> <https://www.axios.com/facebook-instagram-transfer-accounts-followers-biden-administration-629a4c33-22fc-43aa-96e3-60ef3d37ab62.html>

28 <sup>32</sup> <https://www.thedenverchannel.com/news/national-politics/twitter-facebook-will-transfer-white-house-accounts-to-biden-on-inauguration-day>

1 considered as one offense and the value of the benefits obtained and of the losses incurred  
2 because of the fraud, harm, or alteration, damage, or deletion of property may be aggregated in  
3 determining the grade of the offense.”

4 **X. Data Theft – Violation of Penal Code Title 7 Chapter 31.03 Theft Count 2**

- 5 1. The law states ‘A person commits an offense if he unlawfully appropriates property with  
6 intent to deprive the owner of property.’  
7  
8 2. In its agreement with Moates in 2014, Facebook maintained that “You own all of the content  
9 and information you post on Facebook” and by restricting access to the content Facebook has  
10 stolen said data (content)  
11  
12 3. Plaintiff Moates has suffered numerous damages including loss of access to school  
13 information, loss of access to business information, loss of access to messages, personal photos,  
14 and many other losses.

15 **CAUSES OF ACTION FOR AT&T**

16 **A. Fraud – Violation of Penal Code Title 7 Chapter 32.46**

- 17 1. In November of 2020, Plaintiff Moates bought a phone from AT&T due to a promotion they  
18 were having where if you turn in an old phone that meets the requirements, they will credit you  
19 each month for the life of the contract. The amount of the cost of the new iPhone 12 mini was the  
20 same as the trade in value. The purpose of the offer was that AT&T would make money by  
21 extending the service contract.  
22  
23 2. The law states, “A person commits an offense if, with intent to defraud or harm any person,  
24 he, by deception: (1) causes another to sign or execute any document affecting property or  
25 service or the pecuniary interest of any person”  
26  
27  
28

1 3. AT&T failed to hold up their end of the contract. They did not credit and continued to charge  
2 the Moates until July of 2021 when he noticed. This was unfortunately not the first time.<sup>33</sup>

3 4. AT&T accepted responsibility in an email to Moates dated 17 July 2021 saying they “sorry  
4 this happened.”  
5

6 **B. Fraud – Violation of Penal Code Title 7 Chapter 32.32**

7 1. In November of 2020, Plaintiff Moates bought a phone from AT&T due to a promotion they  
8 were having where if you turn in an old phone that meets the requirements, they will credit you  
9 each month for the life of the contract. The amount of the cost of the new iPhone 12 mini was the  
10 same as the trade in value. They intended to obtain property under fraudulent circumstances.

11 2. The law states, “A person commits an offense if, with intent to defraud or harm any person,  
12 he, by deception: (1) causes another to sign or execute any document affecting property or  
13 service or the pecuniary interest of any person”  
14

15 3. AT&T failed to hold up their end of the contract. They did not credit and continued to charge  
16 the Moates until July of 2021 when he noticed.

17 4. AT&T accepted responsibility in an email to Moates dated 17 July 2021 saying they “sorry  
18 this happened.”  
19

20 **CAUSES OF ACTION FOR BOTH DEFENDANTS**

21 **A. Civil Conspiracy – Count One**

22 1. All previous allegations are incorporate herein by reference.

23 2. Facebook and AT&T engaged in unlawful sharing of confidential information about the  
24 Plaintiff without consent<sup>34</sup>.  
25

26  
27 <sup>33</sup> [https://www.fiercewireless.com/operators/at-t-to-pay-1-5m-to-settle-d-c-lawsuit-for-overcharging-](https://www.fiercewireless.com/operators/at-t-to-pay-1-5m-to-settle-d-c-lawsuit-for-overcharging-mobile-service)  
mobile-service

28 <sup>34</sup> [https://www.theverge.com/2018/7/2/17526716/facebook-cambridge-analytica-apple-microsoft-data-](https://www.theverge.com/2018/7/2/17526716/facebook-cambridge-analytica-apple-microsoft-data-sharing)  
sharing

**B. Civil Conspiracy – Count Two**

1. All previous allegations are incorporate herein by reference.

2. Facebook shared private information with AT&T without consent for the purposes of advertising.

3. Facebook engages in targeting of individuals by different categories. So, when AT&T for example creates an ad that only targets someone with anxiety, Facebook only targets people who are likely to have anxiety thereby suggesting to AT&T they have anxiety.

4. Furthermore, by saying that someone has something that they may not have, Facebook in engaging in libel per quod.

**C. Civil Conspiracy – Count Three**

1. Defendant Facebook tracked Plaintiff Moates via web browsing history and location.

2. Defendants together than used that information to serve ads. For example, Moates goes to an AT&T store and then three days later AT&T is targeting him with ads based on Facebooks location history or browser history.

3. AT&T sold that location data to 3<sup>rd</sup> Parties<sup>35</sup>.

**D. Civil Conspiracy – Count Four**

1. Defendant Facebook created Pixels which tracked Moates without consent on 3<sup>rd</sup> party websites<sup>36</sup>.

2. AT&T installed pixels on their website and used that information to track Moates without consent. See Exhibit U.

---

<sup>35</sup> <https://www.washingtonpost.com/technology/2019/01/10/phone-companies-are-selling-your-location-data-now-some-lawmakers-want-federal-investigation/>

<sup>36</sup> <https://www.facebook.com/business/learn/facebook-ads-pixel>



**E. Data Theft - Violation of Penal Code Title 7 Chapter 33.02 Breach of Computer Security  
Count 1**

1. Facebook and AT&T violated the law which states “A person commits an offense if the person knowingly accesses a computer, computer network, or computer system without the effective consent of the owner.”

2. Both AT&T and Facebook profited from the pixel arrangement.

3. They both accessed data they did not have consent to.

4. Facebook tracked user phone records<sup>37</sup> that AT&T had a duty to protect.

**IV. INJUNCTIVE RELIEF**

1. Plaintiffs request the court enter a permanent injunction requiring the Defendant to:

a. Reactivate the accounts;

b. Provide the Plaintiffs with the data from the accounts;

c. Reactivate the software on the Oculus devices;

**XI. DAMAGES AND PRAYER**

WHEREFORE PREMISES CONSIDERED, Plaintiff Michael Moates asks the court to issue a citation for each Defendants to appear and answer, and that Plaintiff be awarded a judgement against Defendants for the following:

a) Nominal damages;

b) General damages;

c) Actual damages;

d) Special damages;

e) Exemplary damages;

---

<sup>37</sup> <https://arstechnica.com/information-technology/2018/03/facebook-scraped-call-text-message-data-for-years-from-android-phones/>

- 1 f) Pre and post judgement interest;  
2 g) compensatory damages;  
3 h) injunctive relief stated above.  
4

5 Respectfully Submitted,

6  
7 /s/ Michael S. Moates

8 Michael Moates, Pro Se

9 [Michaelsmoates@gmail.com](mailto:Michaelsmoates@gmail.com)

10 817-999-7534

11 2700 Colorado Boulevard #1526

12 Denton, TX 76210  
13  
14

15 **CERTIFICATE OF SERVICE**

16 The undersigned hereby certifies Facebook approved electronic service in this case via W.  
17 Hamilton Jordan, counsel for Facebook. They were notified in advance of this amended  
18 pleading.

19 His email is: [wjordan@keker.com](mailto:wjordan@keker.com)

20 A cc request copy should be sent to Chris Kearney at [ckearney@keker.com](mailto:ckearney@keker.com)

21 As soon as a copy is uploaded by the clerk, they will be sent a copy via email.

22 Furthermore, Attorneys for AT&T have not yet appeared, but the Plaintiff has requested the  
23 court serve this pleading to them via certified mail return receipt.  
24  
25  
26  
27  
28

### **Automated Certificate of eService**

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Envelope ID: 56532987

Status as of 8/23/2021 9:20 AM CST

#### Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Michael Moates		michaelsmoates@gmail.com	8/21/2021 11:09:04 PM	SENT
Michael Moates		michaelsmoates@gmail.com	8/21/2021 11:09:04 PM	SENT

# **EXHIBIT 6**

Cause No. 21-6407-431

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Exhibit A**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

FACEBOOK



Home News & Events



Log In



Michael Moates



Page has been deleted

**Total spent by Page on ads about social issues, elections or politics**

May 7, 2018 - Nov 22, 2020  
United States

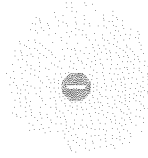
**\$9,941**

[See spend details](#)

**Recently spent by Page on ads about social issues, elections or politics**

7 days • Nov 16 - Nov 22, 2020  
United States

**\$0**



DC Chronicle News



Page has been deleted

**Total spent by Page on ads about social issues, elections or politics**

May 7, 2018 - Nov 22, 2020  
United States

**\$605**

[See spend details](#)

**Recently spent by Page on ads about social issues, elections or politics**


7 days • Nov 16 - Nov 22, 2020  
United States

**\$0**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Exhibit B**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

 Header

Hi Michael,

We found that **DC Chronicle News** didn't follow our Community Standards. It's against our standards to mislead people or Facebook by things like:

- Misrepresenting your Page's identity or purpose
- Using multiple Facebook accounts or sharing accounts between multiple people
- Creating new accounts or taking other actions to avoid restrictions on posting, commenting or sharing too much
- Making it difficult to know your content's origin or making your content seem more popular than it is

We may unpublish, restrict or reduce the distribution of your Page if it goes against these or any of our other Community Standards again. These standards are in place to help keep Facebook safe for everyone.

[View Community Standards](#)

Thanks,  
The Facebook Team

---

This message was sent to michael.moales@thenarrativetimes.org

 Header

Facebook Inc. Attention: Community Support, 1 Facebook Way, Menlo Park, CA 94025



**Exhibit C**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 **Facebook** <case+aazqbxwp2fiwm4@support.facebook.com>  
2 to Michael, me

Thu, Oct 8, 3:44 AM



3 Hi Michael,

4 This is Hannah with Facebook Concierge Support. I am writing in regards to your concern about email notifications you are getting from our Facebook Team.

5 We would like to thank you for sending us the information we recently requested. We were able to investigate and seeing that we the Page <https://www.facebook.com/dcchroniclenews/> is in good standing.

6 I understand that this may have cause confusion on your part and we would like to apologized. Furthermore, please have this reported as a bug by following this link: <https://www.facebook.com/help/1126628984024935>

7 You may also review our Community Standards to learn more about our policies: <https://www.facebook.com/communitystandards/>

8 I hope that I was still able to answer your questions and addressed your concerns correctly. If you ever need further support, please do not hesitate to reach out to us and we will get back to you soonest possible. You may initiate a new chat via <https://www.facebook.com/business/help>.

9 I am really glad that we could at least get some clarity on this matter. Please help us improve by taking a few minutes to complete a survey about your experience with me. We always want to hear from our advertisers about how we can improve the platform. The best way of doing that is by filling out our feedback form: <https://www.facebook.com/help/contact/268228883256323>. We suggest that you keep an eye on the issue and keep testing to see if a platform change / restores proper functionality to you.

10 We will proceed to close this ticket now. I hope the above clarifies and I want to thank you for bringing this issue to our attention. To support you better, Facebook's online support hours are from 08:00 to 20:00 UTC+8 (11:00 to 23:00 UTC+11), Mondays to Saturdays.

11 Thank you for contacting Facebook Concierge Support and we wish you all the best for your business!

12 Best regards,

13 Hannah

14 Concierge | Facebook Support - To learn more about growing your business on Facebook, visit: <https://fb.me/learn-blueprint>

15 ...  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Exhibit D**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Your Account Has Been Disabled**

For more information please visit the Help Center.

Your account was disabled on Oct 20, 2020. If you think your account was disabled by mistake you can submit more information via the Help Center for up to 30 days after your account was disabled. After that, your account will be permanently disabled and you will no longer be able to request a review.

[Go To Help Center](#)

[English \(US\)](#) [Español](#) [Français \(France\)](#) [中文\(简体\)](#) [العربية](#) [Português \(Brasil\)](#) [한국어](#) [Italiano](#) [Deutsch](#) [हिन्दी](#) [日本語](#) [+](#)

[Sign Up](#) [Log In](#) [Messenger](#) [Facebook Lite](#) [Watch](#) [People](#) [Pages](#) [Page Categories](#) [Places](#) [Games](#) [Locations](#) [Marketplace](#) [Facebook Pay](#)  
[Groups](#) [Jobs](#) [Oculus](#) [Portal](#) [Instagram](#) [Local](#) [Fundraisers](#) [Services](#) [Voting Information Center](#) [About](#) [Create Ad](#) [Create Page](#) [Developers](#)  
[Careers](#) [Privacy](#) [Cookies](#) [Ad Choices](#) [Terms](#) [Help](#)

Facebook © 2020

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Exhibit E**

Instagram

Log Into Another Account



### Thanks for Providing Your Info

We'll review your info and if we can confirm it, you'll be able to request a review in the Help Center within approximately 24 hours.

Done

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Exhibit F**

1 Help

15 messages

2 Michael Moates <michael.moates@thenarrativetimes.org>  
To: Carolyn Everson <carolyn@fb.com>

Tue, Oct 20, 2020 at 9:15 PM

3 Carolyn,

First, let me say thank you for all the help you've given me in the past. Tonight I am in tears and my mother was crying earlier. We've lost all of my high school photos because Facebook disabled my account. It's my understanding that this might be an error given some of my colleagues who have had issues and had them restored. Not to mention I had issues with my account last week when I submitted a ticket to media support they said my account was in good standing. Not only have I lost my memories which I hold dear to my heart my page with my fans over 195k is also gone. Can you please help me get this fixed?

4 It's my life, my job, and I am desperate for help.

5 My accounts are

<https://www.facebook.com/realmichaelmoates> (profile)

<https://www.facebook.com/michaelmoates> (page)

<https://www.instagram.com/michaelmoates>

6 Thanks,

Michael

7 Carolyn Everson <carolyn@fb.com>  
To: Michael Moates <michael.moates@thenarrativetimes.org>  
Cc: Meghan Orbe <morbe@fb.com>, Conrad Gibson <cf@fb.com>

Wed, Oct 21, 2020 at 6:18 AM

8 Hi

Looking into it as we speak. Meg, my business lead and Conrad will be on this as well.

9 So sorry this happened—hoping for some resolution

10 C.

11 Conrad Gibson <cf@fb.com>  
To: Michael Moates <michael.moates@thenarrativetimes.org>

Wed, Oct 21, 2020 at 6:30 AM

Carolyn and Meg to BCC

Hi Michael, I'll get started on this right away. Can you please advise the email address that was associated with the disabled Facebook account?

12 Cheers,

Conrad

13 Conrad Gibson

Global Business Group

225 Park Avenue South, 10<sup>th</sup> floor, New York, NY 10003

Facebook | Mobile +1 501 485 2634 | Email cf@fb.com

14 On Oct 21, 2020, at 7:18 AM, Carolyn Everson <carolyn@fb.com> wrote:

15 

16 Michael Moates <michael.moates@thenarrativetimes.org>  
To: Conrad Gibson <cf@fb.com>

Wed, Oct 21, 2020 at 8:27 AM

Michael Moates@thenarrativetimes.org

17 Thank you so much!

18 Sent from my iPhone

19 On Oct 21, 2020, at 6:31 AM, Conrad Gibson <cf@fb.com> wrote:

Carolyn and Meg to BCC

20 Conrad Gibson <cf@fb.com>  
To: Michael Moates <michael.moates@thenarrativetimes.org>

Wed, Oct 21, 2020 at 8:30 AM

21 Thanks, Michael! I'll be in touch once I have an update from the account team.

22 Conrad Gibson

Global Business Group

225 Park Avenue South, 10<sup>th</sup> floor, New York, NY 10003

23 Facebook | Mobile +1 501 485 2634 | Email cf@fb.com

24 PAUL GOOD

25 



Michael Moates <michael.moates@thenarrativetimes.org>  
To: Conrad Gibson <cfj@fb.com>

Wed, Oct 21, 2020 at 9:01 AM

Okay. Much appreciated. Do you have an expected time frame? I'm sorry, I really hope it's not something I did. :(

Sent from my iPhone

On Oct 21, 2020, at 8:47 AM, Conrad Gibson <cfj@fb.com> wrote:

Thanks, Michael! I'll be in touch once I have an update from the account team.

Conrad Gibson

Global Business Group

225 Park Avenue South, 13<sup>th</sup> floor, New York, NY 10003

Facebook | Mobile: +1 931 465 2634 | Email: cfj@fb.com

<image001.gif>

New York, NY

Michael Moates <michael.moates@thenarrativetimes.org>  
To: Carolyn Everson <carolyn@fb.com>  
Cc: Meghan Orbe <morbe@fb.com>, Conrad Gibson <cfj@fb.com>

Wed, Oct 21, 2020 at 3:01 PM

Conrad,

Quick question. While we sort this out will all of my data be preserved? Also, do you have an idea on timing?

Thanks,

Michael

Sent from my iPhone

On Oct 21, 2020, at 6:18 AM, Carolyn Everson <carolyn@fb.com> wrote:

Carolyn Everson

Conrad Gibson <cfj@fb.com>  
To: Michael Moates <michael.moates@thenarrativetimes.org>

Wed, Oct 21, 2020 at 4:47 PM

Carolyn and Meg to BCC

Hi Michael! No updates just yet, but I can assure you the team is working on this and I'll revert back as soon as I have additional information.

Cheers,  
Conrad

Conrad Gibson

Global Business Group

225 Park Avenue South, 13<sup>th</sup> floor, New York, NY 10003

Facebook | Mobile: +1 931 465 2634 | Email: cfj@fb.com

FACEBOOK

From: Michael Moates <michael.moates@thenarrativetimes.org>  
Date: Wednesday, October 21, 2020 at 4:01 PM  
To: Carolyn Everson <carolyn@fb.com>  
Cc: Meghan Orbe <morbe@fb.com>, Conrad Gibson <cfj@fb.com>  
Subject: Re: Help

Conrad

New York, NY

Michael Moates <michael.moates@thenarrativetimes.org>  
To: Conrad Gibson <cg@fb.com>, Carolyn Everson <carolyn@fb.com>

Fri, Oct 23, 2020 at 5:37 AM

Conrad,

I know the team is still working on my account however, I wanted to share a few pieces of information with you.

First, I was having issues with my account the week before it was shut down and I submitted a ticket to the media portal asking for assistance to make sure I was in compliance and was told by Facebook's support team that my pages were in "good standing." The support number for your reference is 685631522349360.

Secondly, I have put nearly \$10,000 in ads on FB since May of this year. I paid Facebook \$1500 the day before my account was disabled and was unable to use the money I paid/invested in ads.

Thirdly, around 50 college students who work for my 501(c)3 non-profit charity depend on my ability to have access to our FB pages. They are news interns who write for my organization and get published so they can earn college credits. This has been detrimental to them and me. I am not sure what to tell them or my staff at this time. We are going on day four and I am wondering if I should tell them to seek other opportunities.

I really need an update so I can move forward. Please, please help me get this resolved. It's not only personal to my family and I due to my personal pictures and data but also to my students and organization.

Michael  
*Quoted text hidden*

Conrad Gibson <cg@fb.com>  
To: Michael Moates <michael.moates@thenarrativetimes.org>  
Cc: Meghan Orbe <morbe@fb.com>, Carolyn Everson <carolyn@fb.com>

Fri, Oct 23, 2020 at 11:22 AM

Hi Michael,

Apologies for the delay as I worked with our team on your request. I heard back this morning and it seems that your accounts were disabled permanently and, due to policy guidelines, they are unable to share why the accounts were deactivated. I am so sorry this happened to you. I asked for more information, but they were unable to share with me. I wish I could give you a better explanation, but unfortunately we have these rules in place to protect a user's privacy. I know that you had a lot of photos saved to your accounts that you wanted to access. They provided me with the following information on how to request data from a closed account:

*"He can learn about what kinds of data are available to him, and how to access it, via the following links. If he is still having issues accessing his data, he can also contact us through these links and we'd be happy to assist further."*

*https://www.facebook.com/help/contact/180237685520953\_*  
*https://help.instagram.com/contact/505535973176353\_."*

*Also attached is a screenshot showing the steps he can take to request data for the accounts using the links above."*

Again, I am so sorry this happened to your accounts. If there is anything else please let me know.

Cheers,

Conrad

Conrad Gibson

Executive Assistant to Carolyn Everson | Global Business Group

*Quoted text hidden*  
*Quoted text hidden*

Screen\_Shot\_2020-10-23\_at\_12.23.54\_PM[3].png  
152K

Michael Moates <michael.moates@thenarrativetimes.org>  
To: Conrad Gibson <cg@fb.com>  
Cc: Meghan Orbe <morbe@fb.com>, Carolyn Everson <carolyn@fb.com>

Fri, Oct 23, 2020 at 12:01 PM

Conrad,

I have a couple of questions. First, when I click on the links you sent to get my data it says page not found. This doesn't work. Any suggestions on that front?

I have to tell you and I mean no disrespect but I don't believe I have done anything wrong. I believe I am being targeted. I haven't done anything questionable. I need to know what the legal service process is for Facebook.

Thanks,

Michael  
*Quoted text hidden*

Conrad Gibson <cg@fb.com>  
To: Michael Moates <michael.moates@thenarrativetimes.org>

Fri, Oct 23, 2020 at 2:02 PM

Hi Michael,

I am checking on a new link as well as your second question. I'll circle back with an update ASAP.

*Quoted text hidden*

Conrad Gibson <ctg@fb.com>  
 To: Michael Moates <michael.moates@thenarrativetimes.org>  
 Cc: Meghan Orbe <morbe@fb.com>, Carolyn Everson <carolyn@fb.com>, Conrad Gibson <ctg@fb.com>

Sat, Oct 24, 2020 at 9:38 AM

Hi Michael,

Apologies, these links below are active (the original link had a space on the end that was directing you to the error page):

- FB Link: <https://www.facebook.com/help/contact/180237885820953>
- IG Link: <https://help.instagram.com/contact/505535973176353>

Regarding an appeal, information should have been emailed to the email address associated with the accounts with instructions to appeal this decision. You can also find that information here as well: [Help Center resources](#). Apologies again, but I was not given any specific information as to why the account was disabled as they do not share this information to protect user privacy.

Cheers,

Conrad

Conrad Gibson

Executive Assistant to Carolyn Everson | Global Business Group

225 Park Avenue South, 10<sup>th</sup> Floor, New York, NY 10003

Facebook | Mobile: +1 501 465 2634 | Email: [ctg@fb.com](mailto:ctg@fb.com)

UNCLAS

**From:** Michael Moates <michael.moates@thenarrativetimes.org>  
**Date:** Friday, October 23, 2020 at 1:02 PM  
**To:** Conrad Gibson <ctg@fb.com>

Quoted text hidden.

Quoted text hidden.

Michael Moates <michael.moates@thenarrativetimes.org>  
 To: Conrad Gibson <ctg@fb.com>  
 Cc: Meghan Orbe <morbe@fb.com>, Carolyn Everson <carolyn@fb.com>

Sat, Oct 24, 2020 at 10:36 AM

Conrad,

I'm not trying to be difficult but I didn't receive any email about an appeal. :(

Sent from my iPhone  
 (Quoted text hidden.)

Conrad Gibson <ctg@fb.com>  
 To: Michael Moates <michael.moates@thenarrativetimes.org>  
 Cc: Meghan Orbe <morbe@fb.com>, Carolyn Everson <carolyn@fb.com>

Sat, Oct 24, 2020 at 11:44 AM

Sorry about that, Michael. The information in the help center will have the same information that would have been in the email. You can find it here: [Help Center resources](#).

Quoted text hidden.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

## Exhibit G

## Accessing and Downloading Your Facebook Information #980943342389228

Facebook

Facebook <case+aaazqf4t3pnd@support.facebook.com>  
 Reply-To: Facebook <case+aaazqf4t3pnd@support.facebook.com>  
 To: Michael.moates@thenarrativetimes.org

Mon, Oct 26, 2020 at 7:54 AM

H,

We received your request to learn more about your Facebook information. The Facebook account associated with the email address you provided to us has been disabled for violation of our Terms of Service: <https://www.facebook.com/legal/terms/?ref=CR>

Please note, our team is unable to help with login or account access questions.

To learn more about why your profile may have been disabled, please visit the Help Center: <https://www.facebook.com/help/103873106370583/?ref=CR>

If you think your profile may have been disabled by mistake, you can request a review of this decision.

When logging into your account by entering your email address and password, you will be redirected to a page that informs you that your account has been disabled. On-screen instructions can take you through a few steps to request a review.

If your account hasn't been disabled and you're able to log in, you can access your Facebook information using our self-service tools.

You can access specific types of your Facebook information, such as photos, posts, reactions and comments, using the Access Your Information tool: [https://www.facebook.com/your\\_information/?ref=CR](https://www.facebook.com/your_information/?ref=CR)

You can also download a copy of your Facebook information using the Download Your Information tool: [https://www.facebook.com/your\\_information/?ref=CR](https://www.facebook.com/your_information/?ref=CR)

For more information on how to download your information and what's in your downloaded file, please visit the Help Center: <https://www.facebook.com/help/21262292074544/?ref=CR>

If you still have questions about getting a copy of your Facebook information, please reply to this email and we'll do our best to help you

Thanks,

Privacy Operations  
 Facebook

>On Sat Oct 24, 2020 14:12:08, Michael Moates wrote:

>My username is real.michaelsmoates

>Page is michaelsmoates

>Sent from my iPhone

>> On Oct 24, 2020, at 4:05 PM, Facebook <case+aaazqf4t3pnd@support.facebook.com> wrote:

>>

>> H,

>>

>> You've mentioned that you are looking for help with your Facebook account.

>> However, it's not clear to us which account you are looking for help with

>>

>> Please see the following article for details on how to find your account:

>> <https://www.google.com/url?q=https://www.facebook.com/help/27768572230446&source=google&map&ust=1604178312000000&usq=AOvVaw3lRn8ECNutz8Y7grU,8%3A>

>>

>> If you could then reply back to us with "username" we will then be able to further assist you with your issue

>>

>> Thank you,

>> Privacy Operations

>> Facebook

>>

>>> On Sat Oct 24, 2020 08:26:58, Michael Moates wrote

>>> I can't access my account for the download.

>>> On Sat, Oct 24, 2020 at 10:09 AM Facebook <

>>> case+aaazqf4t3pnd@support.facebook.com> wrote:

>>> H,

>>>

>>> Thanks for contacting us about accessing your personal data. Please note

>>> we provide a number of self-service tools that allow you to access and

>>> download specific information we have about you

>>>

>>> - Login issues

>>>

>>> If you can't access your Facebook account, please follow the instructions

>>> you see when you try to log in. Find more information about what you can do

>>> in the Help Center <https://www.google.com/url?q=https://www.facebook.com/help/2831004866946347?ref=3D&source=google&map&ust=1604178312000000&usq=AOvVaw3lRn8ECNutz8Y7grU,8%3A>

>>>

>>> Our team can't assist with issues related to accessing your account.

>>>

>>> - Disable account support

>>>

>>> If you can't access your account because it has been disabled by Facebook

>>> and you believe it has been disabled by mistake, you can request a review

>>> of this decision.

>>>

>>> When logging into your account by entering your email address and

>>> password, you will be redirected to a page that informs you that your

>>> account has been disabled. On-screen instructions can take you through a

>>> few steps to request a review.

>>>

>>> - Deactivated account

>>>

>>> If your account is currently deactivated, you'll need to first reactivate

>>> it in order to access your Facebook account information. You can do this by

>>> logging back in with your account email and password.

>>>

>>> Get help with reactivating your Facebook account

>>> <https://www.google.com/url?q=https://www.facebook.com/help/212666165422169?ref=3D&source=google&map&ust=1604178312000000&usq=AOvVaw3lRn8ECNutz8Y7grU,8%3A>

>>>

>>> Once you've logged into your account, you can use our self-service tools

>>> to access and download your information.

>>>

>>> You can access specific types of your Facebook information such as photos,

>>> posts, reactions and comments using the Access Your Information tool

>>>

>>> [https://www.google.com/url?q=https://www.facebook.com/your\\_information/?ref=3D&source=google&map&ust=1604178312000000&usq=AOvVaw3lRn8ECNutz8Y7grU,8%3A](https://www.google.com/url?q=https://www.facebook.com/your_information/?ref=3D&source=google&map&ust=1604178312000000&usq=AOvVaw3lRn8ECNutz8Y7grU,8%3A)

>>>

>>> You can also download a copy of the information you have provided to

>>> Facebook using the Download Your Information tool.

1 >>>>  
2 >>>> <https://www.google.com/url?q=https://www.facebook.com/dj/?ref=3Dcr&source=gmail-imap&ust=1604178312000000&usg=AOvWwX4Ka3aYQY2UOeoWETXM> (<https://www.google.com/url?q=https://www.facebook.com/dj/?ref=3Dcr&source=gmail-imap&ust=1604178312000000&usg=AOvWwX4Ka3aYQY2UOeoWETXM>)  
3 >>>>  
4 >>>> You can download your information in an HTML format that is easy to view,  
5 >>>> or in a JSON format, which will allow you to transfer your information to  
6 >>>> another service.  
7 >>>>  
8 >>>> For more information on how to download your information and what's in  
9 >>>> your downloaded file, please visit the Help Center.  
10 >>>>  
11 >>>> <https://www.google.com/url?q=https://www.facebook.com/help/212802592074644/?ref=3Dcr&source=gmail-imap&ust=1604178312000000&usg=AOvWwX4Qc6PxdQYeUy-XPYtk>  
12 >>>>  
13 >>>> Downloading your information is a password-protected process that only you  
14 >>>> will have access to. Once you've created a file, it will be available for  
15 >>>> download for a few days. Your downloaded file may contain sensitive  
16 >>>> information. You should keep it secure and take precautions when storing,  
17 >>>> sending or uploading it to any other services.  
18 >>>>  
19 >>>> You can also access information about the interests we use to target ads  
20 >>>> to you in Ads Preferences (<https://www.google.com/url?q=https://www.facebook.com/ads/preferences&source=gmail-imap&ust=1604178312000000&usg=AOvWwX4H5EsoDQXucO8WuUcE>), and  
21 >>>> you can manage or disconnect the information that businesses and  
22 >>>> organizations share with Facebook about your interactions on their apps and  
23 >>>> websites by using the off-Facebook activity tool ([https://www.google.com/url?q=https://www.facebook.com/off\\_facebook\\_activity&source=gmail-imap&ust=1604178312000000&usg=AOvWwX3oajXnGpCcX8XmUcxUx2l](https://www.google.com/url?q=https://www.facebook.com/off_facebook_activity&source=gmail-imap&ust=1604178312000000&usg=AOvWwX3oajXnGpCcX8XmUcxUx2l)).  
24 >>>>  
25 >>>> You can manage the content and information you share when you use Facebook  
26 >>>> through the Activity Log tool.  
27 >>>>  
28 >>>> <https://www.google.com/url?q=https://www.facebook.com/help/437436672945092&source=gmail-imap&ust=1604178312000000&usg=AOvWwX4UeJtZRxvImKJ33pzC9>.  
>>>>  
>>>> To learn more about the categories of your Facebook Information available  
>>>> to you, please visit the Help Center.  
>>>>  
>>>> <https://www.google.com/url?q=https://www.facebook.com/help/930395167005762/?ref=3Dcr&source=gmail-imap&ust=1604178312000000&usg=AOvWwX4G9TdxmUyZBgIE-Sdjk72>  
>>>>  
>>>> Finally, we also encourage you to review our Data Policy, which provides a  
>>>> description of the information we collect and how it is used and shared:  
>>>> [https://www.google.com/url?q=https://www.facebook.com/policy.php?ref=3Dcr&source=gmail-imap&ust=1604178312000000&usg=AOvWwX3Bjg\\_rGz-\\_TOSQ7cpBT](https://www.google.com/url?q=https://www.facebook.com/policy.php?ref=3Dcr&source=gmail-imap&ust=1604178312000000&usg=AOvWwX3Bjg_rGz-_TOSQ7cpBT)  
>>>>  
>>>> If you have another question or concern, please visit Privacy Basics (<https://www.google.com/url?q=https://www.facebook.com/about/basics&source=gmail-imap&ust=1604178312000000&usg=AOvWwX2PQV7qRdckvgCv3x2NF65g>) or the Help Center (<https://www.google.com/url?q=https://www.facebook.com/help&source=gmail-imap&ust=1604178312000000&usg=AOvWwX3eAeqtb8KVBAJ887Ea0DDV>) for additional information.  
>>>>  
>>>> If you have more questions about accessing and downloading your  
>>>> information, please reply to this message.  
>>>>  
>>>> Thanks,  
>>>> The Facebook Team  
>>>>  
>>>> --  
>>>> Michael Moates  
>>>> Journalist  
>>>> A 1201 Cleveland St #1024, Denton, TX 76201  
>>>> M 817-999-7534 • 817-999-7534 • E [michaelmoates@gmail.com](mailto:michaelmoates@gmail.com)  
>>>> <[michaelmoates@gmail.com](mailto:michaelmoates@gmail.com)>  
>>>> W: <https://www.google.com/url?q=https://www.michaelmoates.com&source=gmail-imap&ust=1604178312000000&usg=AOvWwX1LeAxcCiwKe-u2SYHJ2B> <<https://www.google.com/url?q=https://www.michaelmoates.com&source=gmail-imap&ust=1604178312000000&usg=AOvWwX1LeAxcCiwKe-u2SYHJ2B>>  
>>>> <<https://www.google.com/url?q=https://www.facebook.com/michaelmoates&source=gmail-imap&ust=1604178312000000&usg=AOvWwX3WBA17dWpVgCnQyVb5>>  
>>>> <<https://www.google.com/url?q=https://www.instagram.com/michaelmoates&source=gmail-imap&ust=1604178312000000&usg=AOvWwX3eAeqtb8KVBAJ887Ea0DDV>>  
>>>> <<https://www.google.com/url?q=https://www.youtube.com/channel/UCO0H1lnhP7tgyUHiRV1ZSRQ&source=gmail-imap&ust=1604178312000000&usg=AOvWwX2PLmF5Tix8zWnySWyV>>  
>>>> <[https://www.google.com/url?q=https://www.linkedin.com/in/michaelmoates&source=gmail-imap&ust=1604178312000000&usg=AOvWwX3Bjg\\_rGz-\\_TOSQ7cpBT](https://www.google.com/url?q=https://www.linkedin.com/in/michaelmoates&source=gmail-imap&ust=1604178312000000&usg=AOvWwX3Bjg_rGz-_TOSQ7cpBT)>  
>>>> <<https://www.google.com/url?q=https://www.facebook.com/michaelmoates&source=gmail-imap&ust=1604178312000000&usg=AOvWwX3eAeqtb8KVBAJ887Ea0DDV>>  
>>>> IMPORTANT: The contents of this email and any attachments are confidential.  
>>>> They are intended for the named recipient(s) only. If you have received  
>>>> this email by mistake, please notify the sender immediately and do not  
>>>> disclose the contents to anyone or make copies thereof.  
>>>>  
>>>>  
>>>>

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Exhibit I**

**Your Facebook Ads Receipt (Account ID: 1970008869971643)**

Facebook Ads Team <advertise-noreply@support.facebook.com>  
Reply-To: noreply-noreply@facebookmail.com>  
To: Michael Moates <michael.moates@thenarrativetimes.org>

Sat Oct 10, 2020 at 2:09 PM



**Receipt for DCC (Account ID: 1970008869971643)**

**Summary**

AMOUNT BILLED

**\$1,404.85 USD**

BILLING METHOD

You made this manual payment.

DATE RANGE

Oct 1, 2020, 12:00 AM - Oct 9, 2020, 11:59 PM

FROM ACCOUNT

Facebook Ads

CARD LAST FOUR DIGITS

Visa®7979

CARD SECURITY CODE

KD3B8X2CK2

ADVERTISING	EST. COST	AMOUNT
Misc Freedom - .10	13,331	\$1,026.25
Conservative Engagement - .10	1,064	\$98.54
DJT, GOP Moderate - .10	3,284	\$260.06
<b>Grand Total</b>		<b>\$1,404.85</b>
<b>TOTAL</b>		<b>\$1,404.85</b>

Transaction ID: 2365553979215562-413445

Thanks,  
The Facebook Ads Team

[Manage Your Ads](#)

[See Full Receipt](#)

Facebook Way, Menlo Park, CA 94025

Facebook Ads Team <advertise-noreply@support.facebook.com>  
Reply-To: noreply-noreply@facebookmail.com>  
To: Michael Moates <michael.moates@thenarrativetimes.org>

Sat Oct 10, 2020 at 2:09 PM



**Receipt for DCC (Account ID: 1970008869971643)**

**Summary**

AMOUNT BILLED

**\$73.22 USD**

BILLING METHOD

You made this manual payment.

DATE RANGE

Oct 9, 2020, 7:30 AM - Oct 10, 2020, 1:00 PM

FROM ACCOUNT

Facebook Ads

CARD LAST FOUR DIGITS

Visa®7979

CARD SECURITY CODE

OD3B8X2CK2

ADVERTISING	EST. COST	AMOUNT
Misc Freedom - .10	609	\$55.46
DJT, GOP Moderate - .10	123	\$11.77
Conservative Engagement - .10	65	\$5.99
<b>Grand Total</b>		<b>\$73.22</b>
<b>TOTAL</b>		<b>\$73.22</b>





Michael Moatas &lt;michael.moatas@thenarrativetimes.org&gt;

**Your Facebook Ads Receipt (Account ID: 1970006869971643)**

Facebook Ads Team <advertise-noreply@support.facebook.com>  
 Reply-To: noreply-noreply@facebookmail.com  
 To: Michael Moatas <michael.moatas@thenarrativetimes.org>

Sun, Oct 18, 2020 at 11:38 PM



Receipt for DCC (Account ID: 1970006869971643)

**Summary**

AMOUNT PAID

**\$1,421.00 USD**

PENDING BALANCE

You made this manual payment.

DATE RANGE

Oct 9, 2020, 12:00 AM - Oct 18, 2020, 11:38 PM

PRODUCT TYPE

Facebook Ads

CAMPAIN METHOD

Visa®7979

REFERENCE NUMBER: 0  
P6SL7XJCK2

CAMPAIGN

Misc Freedom - .10

BUDGET

11,600

\$1,048.42

DJT, GOP, Moderate - .10

2,531

\$231.96

Conservative Engagement - .10

1,543

\$140.62

SUMMARY TOTAL

\$1,421.00

TOTAL

\$1,421.00

Transaction ID: 3363147859466285-6454678

Thanks,  
 The Facebook Ads Team

[Manage Your Ads](#)
[See Full Receipt](#)

1 Facebook Way, Menlo Park, CA 94025

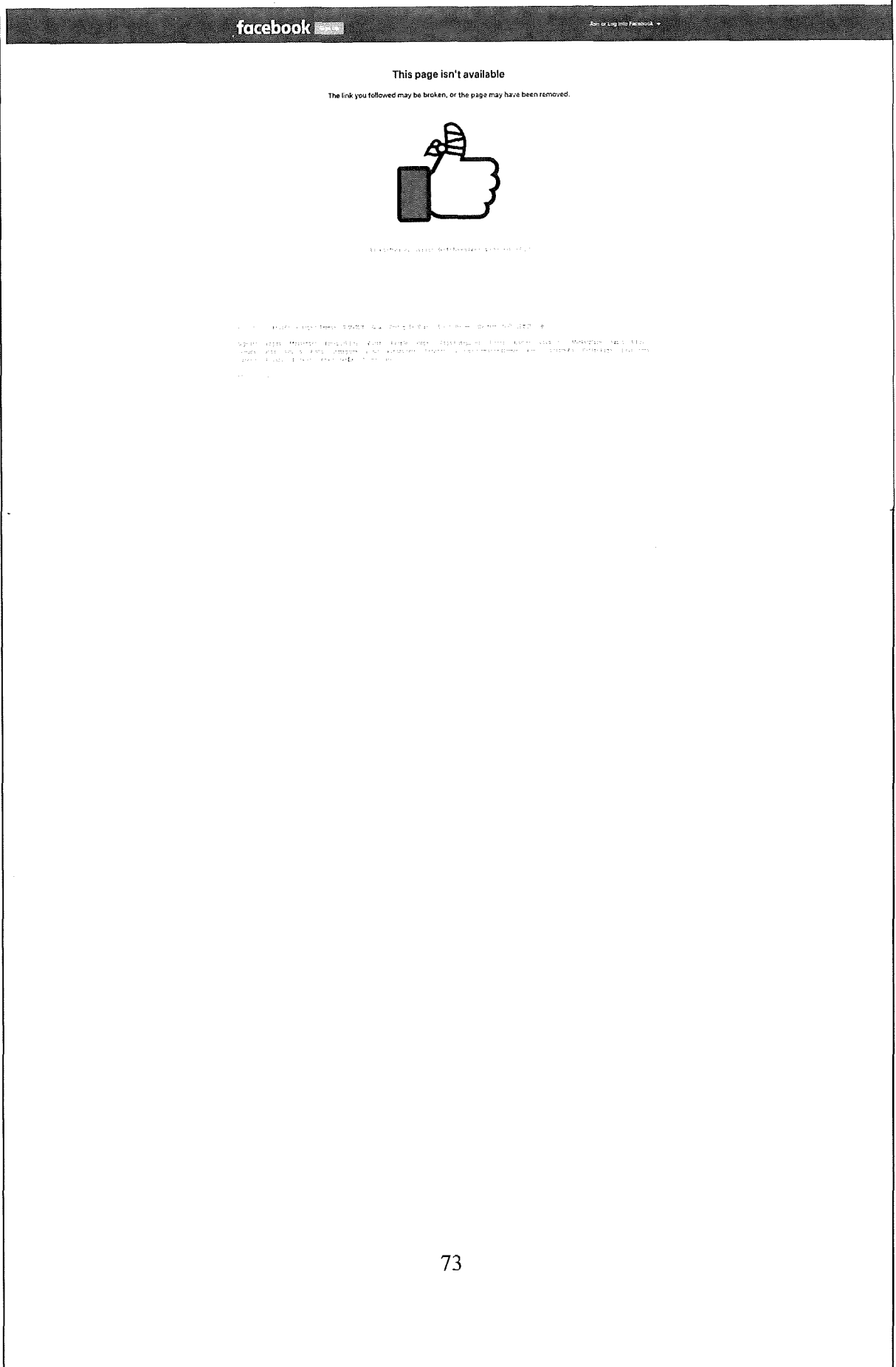
©2020 FB

www.facebook.com/ads

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Exhibit J**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Exhibit L**



**U.S. Department of Justice**

*United States Attorney  
Southern District of New York*

*The Silvio J. Mollo Building  
One Saint Andrew's Plaza  
New York, New York 10007*

August 31, 2020

Michael Moates

Re: Grand Jury Subpoena:

Please be advised that the accompanying grand jury subpoena has been issued in connection with an official criminal investigation of a suspected felony being conducted by a federal grand jury. The Government hereby requests that you voluntarily refrain from disclosing the existence of the subpoena to any third party. While you are under no obligation to comply with our request, we are requesting you not to make any disclosure in order to preserve the confidentiality of the investigation and because disclosure of the existence of this investigation might interfere with and impede the investigation.

If you intend to disclose the existence of this Grand Jury Subpoena request to a third party, please let me know before making any such disclosure.

Thank you for your cooperation in this matter.

Very truly yours,

AUDREY STRAUSS  
Acting United States Attorney

By: Robert B. Sobelman  
Robert B. Sobelman  
Assistant United States Attorney  
(212) 637-2616

Grand Jury Subpoena

United States District Court  
SOUTHERN DISTRICT OF NEW YORK

TO: Michael Moates

GREETINGS:

WE COMMAND YOU that all and singular business and excuses being laid aside, you appear and attend before the GRAND JURY of the people of the United States for the Southern District of New York, at the United States Courthouse, 40 Foley Square, Room 220, in the Borough of Manhattan, City of New York, New York, in the Southern District of New York, at the following date, time and place:

Appearance Date: September 17, 2020 Appearance Time: 10:00 a.m.

to testify and give evidence in regard to an alleged violation of:

18 U.S.C. §§ 1341, 1343, 1349, 1956, 1957

and not to depart the Grand Jury without leave thereof, or of the United States Attorney, and that you bring with you and produce at the above time and place the following:

**Please see attached rider.**

Failure to attend and produce any items hereby demanded will constitute contempt of court and will subject you to civil sanctions and criminal penalties, in addition to other penalties of the Law.

DATED: New York, New York  
August 31, 2020

*Audrey Strauss / RBS*  
AUDREY STRAUSS  
Acting United States Attorney for the  
Southern District of New York

*Robert B. Sobelman*  
Robert B. Sobelman

Assistant United States Attorney  
One St. Andrew's Plaza  
New York, New York 10007  
Telephone: 212-637-2616  
Email: robert.sobelman@usdoj.gov

rev. 02.01.12

**RIDER**

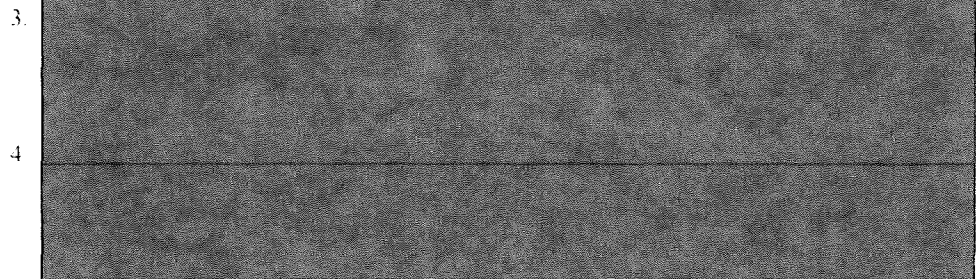
(Grand Jury Subpoena to Michael Moates, dated August 31, 2020)  
Ref. No. 2019R01097

**Advice of Rights**

1. You may refuse to answer any question if a truthful answer to the question would tend to incriminate you.
2. Anything that you do say may be used against you by the grand jury or in a subsequent legal proceeding.
3. If you have a lawyer, the grand jury will permit you a reasonable opportunity to step outside the grand jury room to consult with your lawyer if you so desire.
4. If you would like a lawyer but do not have funds to retain one, you may make an application to the United States Magistrate Judge who will decide whether to appoint a lawyer to represent you.

**Instructions and Definitions:**

1. This subpoena calls for the production of categories of documents, records, correspondence, and other written and electronic material, as specified below, in your possession, custody or control. This subpoena covers all responsive documents wherever they may be found, including on computers, email accounts, iCloud accounts, servers, cellphones, and other personal electronic devices, whether in the United States or any foreign jurisdiction.
2. "Documents" refers to any and all documents and records, in whatever form kept, including, but not limited to, writings, emails, text messages, messages sent through "apps" or social media accounts, drawings, graphs, charts, calendar entries, photographs, audio or visual recordings, images, and other data or data compilations, and includes materials on both paper and electronic form.

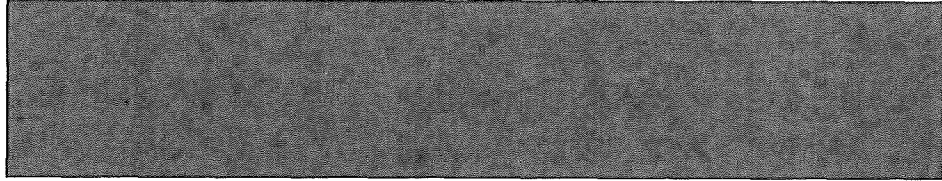


5. This subpoena does not call for the production of any documents protected by a valid claim of privilege, although any responsive document over which privilege is being asserted must be preserved. Any documents withheld on grounds of privilege must be specifically identified on a privilege log with descriptions sufficient to identify their dates, authors, recipients, and general subject matter.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Materials to be Produced:**

1.



**\*\* Please provide records in electronic format if possible. \*\***

In lieu of an appearance you may comply with this subpoena by providing the requested information, along with a business records certification pursuant to Fed. R. Evid. 803(6) to Postal Inspector Troy A. Pittenger, United States Postal Inspection Service, [tapittenger@uspis.gov](mailto:tapittenger@uspis.gov), 212-330-2459

**IMPORTANT: REQUEST FOR NON-DISCLOSURE**

**Due to the ongoing nature of the investigation, it is requested that you do not disclose any information relating to this grand jury subpoena to any third party.**



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Exhibit M**

facebook

michael.mootes@eharati

Log In

Log Out



## Donald J. Trump Administration News

Public group · 19.6K members

About Discussion

Join Group

New Activity

Connie Robles · 1 week · video



About

SHARE NEWS REGARDING POTUS, VPOTUS, THE FIRST OR SECOND FAMILIES, WHITE HOUSE EVENTS OR NEWS, OR ANYTHING REGARDING THE EXECUTIVE BRANCH.

Public

Anyone can see who's in the group and what they post.

Visible

Anyone can find this group

Washington D.C.

General Group

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Exhibit N**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Advertisers Who Uploaded a Contact List With Your Information  
View all Advertisers

AdjustPro Solutions

Adult Swim

Aetna Better Health

Appleseed's

Audi Omaha

B/R Gridiron

Bakers

Baxter Auto

Baylor St. Luke's Medical Group

Ben & Jerry's

Bilotta Kitchens

Bleacher Report

Carnation Breakfast Essentials

Cartoon Network

CenterPoint Energy

City Market

CNN

CNN Business

CNN Heroes

CNN Sport

**Exhibit P**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28



**Michael Moates** <michael.moates@thenarrativetimes.org>  
to Paven

Tue, Dec 1, 6:09 PM

Counselor,

I just wanted to give you an update. Today the court issued an order requiring the Clerk of the Court to serve Facebook. So the waiver is not required. I am also going to ask your client to stop all automatic attempts at chargin me until the deposition of this case. Please let me know if you have any questions or need documentation.

Thanks!

...

6:39



Search

## < Credit Builder Transactions

Available to Spend \$2.62

Friday, December 4th



Facebk U4 Luayjck2

-\$4.11

2:14 AM

Chime <alerts@account.chime.com>  
to me

Sat, Dec 5, 2:15 AM



## Your Credit Card Was Declined

Hi Michael,

Your Chime Credit Builder Visa® Credit Card was declined for \$223.36 at Facebk Yzyz9 Yeck2.

Transfer funds to your Credit Builder secured account to increase your spending power.

[Move Money](#)

Sincerely,  
The Chime Team




©2020 Chime. All rights reserved.  
PO Box 417, San Francisco, CA 94104

Please do not reply to this email. The account isn't monitored, and we don't want to miss hearing from you.

The Chime Credit Builder Secured Account is held by Stripe Bank, N.A., Member FDIC. The Chime Credit Builder Visa® Credit Card is issued by Stripe Bank, N.A., pursuant to a license from Visa U.S.A. Inc. and may be used everywhere Visa credit cards are accepted.

This email was sent to you because you have a Chime account.

Your card was declined  Inbox X



Chime <alerts@account.chime.com>  
to me

Wed, Dec 9, 2:15 AM



## Your Credit Card Was Declined

Hi Michael,

Your Chime Credit Builder Visa® Credit Card was declined for \$173.19 at Facebk J3 Fztx2 Dk2.

Transfer funds to your Credit Builder secured account to increase your spending power.

[Move Money](#)

Sincerely,  
The Chime Team



©2020 Chime. All rights reserved.  
800 Bay 412, San Francisco, CA 94133

Please do not reply to this email. The link may not work, and we don't want to miss feedback from you.

The Chime Credit Builder Secured Account is held by Stride Bank, N.A., Member FDIC. The Chime Credit Builder Visa® Credit Card is issued by Stride Bank, N.A., pursuant to a license from Visa U.S.A. Inc. and may be used everywhere Visa credit cards are accepted.

Visit [chime.com](#) to set up your account, or learn more about Chime online.



## Exhibit Q



Michael Moates &lt;michael.moates@thenarrativetimes.org&gt;

## Account Disabled

5 messages

Michael Moates <michael.moates@thenarrativetimes.org>  
 To: lbdolan@fb.com

Tue, Oct 20, 2020 at 10:54 AM

Lisa,

My FB account has been disabled and I have been given no reason why. I am literally in tears. I don't know what I did. Please help me. I was verified. I spent lots of money on ads and never had any issues. Someone was impersonating me last night and I reported them. Then today I'm locked out.

My Instagram has no issues. I am pretty sure this is a bug.

Please help me.

Michael

Liza-Bart Dolan <lbdolan@fb.com>  
 To: Michael Moates <michael.moates@thenarrativetimes.org>

Wed, Oct 21, 2020 at 8:39 AM

We will remove any Facebook Pages, Groups and Instagram accounts representing QAnon, even if they contain no violent content. This is an update from the initial policy in August that removed Pages, Groups and Instagram accounts associated with QAnon when they discussed potential violence while imposing a series of restrictions to limit the reach of other Pages, Groups and Instagram accounts associated with the movement. Pages, Groups and Instagram accounts that represent an identified Militarized Social Movement are already prohibited. And we will continue to disable the profiles of admins who manage Pages and Groups removed for violating this policy, as we began doing in August.

You can read more about this policy here: <https://about.fb.com/news/2020/08/addressing-movements-and-organizations-led-to-violence/>

Liza-Bart Dolan

Liza-Bart Dolan

Politics & Government Outreach

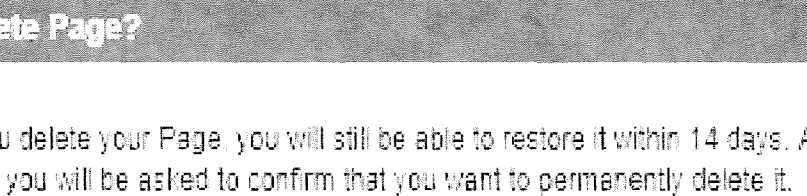
e: lbdolan@fb.com

To: michael.moates@thenarrativetimes.org

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Exhibit R**



**Delete Page?**

If you delete your Page, you will still be able to restore it within 14 days. After that, you will be asked to confirm that you want to permanently delete it.

Are you sure you want to begin the process of deleting this page?

**Delete Page** Cancel

**EXHIBIT S**

Case 4:20-cv-00896-ALM-KPJ Document 28-1 Filed 02/03/21 Page 1 of 4 PageID #: 551

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
SHERMAN DIVISION**

MICHAEL MOATES,

Plaintiff,

v.

FACEBOOK, INC.,

Defendant.

Case No. 4:20-CV-00896-ALM-KPJ

**DECLARATION OF JENNY PRICER**

I, Jenny Pricer, of full age, hereby declare as follows:

1. For the above-captioned matter, I submit this declaration in support of Defendant Facebook, Inc.'s Motion to Dismiss and Motion to Transfer. I have personal knowledge of the facts set forth herein unless otherwise noted, and if called to testify as a witness thereto, I could do so competently under oath.

2. I am an eDiscovery/Litigation Case Manager in the Legal Department at Facebook. My duties and responsibilities in this role include managing litigation matters involving Facebook, Inc. As part of my current role, I am regularly involved in assisting to collect evidence about aspects of services across the company's platforms, and have become familiar with the way in which the services have been delivered over time.

3. Facebook is headquartered in Menlo Park, San Mateo County, California.

4. Individuals using Facebook services can create and share a variety of content with others. They can create personal profiles to share their opinions, ideas, photos, videos, and other activities. They can also create pages that feature entities, brands, businesses, or causes, and they may run advertisements on the Facebook platform.

5. I understand that as part of the user-registration process in 2014 and through the present, any person who registers for, uses, and continues to use a Facebook account is required to acknowledge that they have read and agreed to Facebook's terms. These terms are made available via a bright-blue, underlined hyperlink and are available online on Facebook's website. These terms have variously been referred to as Facebook's "Terms of Use," "Statement of Rights and Responsibilities," and "Terms of Service," through time.

6. The Terms require a user to acknowledge that, by continuing to use Facebook's services, the user assents to modifications to those terms posted on the Facebook website.

I, Jenny Pricer, of full age, hereby declare as follows:

1. For the above-captioned matter, I submit this declaration in support of Defendant Facebook, Inc.'s Motion to Dismiss and Motion to Transfer. I have personal knowledge of the facts set forth herein unless otherwise noted, and if called to testify as a witness thereto, I could do so competently under oath.

2. I am an eDiscovery/Litigation Case Manager in the Legal Department at Facebook. My duties and responsibilities in this role include managing litigation matters involving Facebook, Inc. As part of my current role, I am regularly involved in assisting to collect evidence about aspects of services across the company's platforms, and have become familiar with the way in which the services have been delivered over time.

3. Facebook is headquartered in Menlo Park, San Mateo County, California.

4. Individuals using Facebook services can create and share a variety of content with others. They can create personal profiles to share their opinions, ideas, photos, videos, and other activities. They can also create pages that feature entities, brands, businesses, or causes, and they may run advertisements on the Facebook platform.

5. I understand that as part of the user-registration process in 2014 and through the present, any person who registers for, uses, and continues to use a Facebook account is required to acknowledge that they have read and agreed to Facebook's terms. These terms are made available via a bright-blue, underlined hyperlink and are available online on Facebook's website. These terms have variously been referred to as Facebook's "Terms of Use," "Statement of Rights and Responsibilities," and "Terms of Service," through time.

6. The Terms require a user to acknowledge that, by continuing to use Facebook's services, the user assents to modifications to those terms posted on the Facebook website.

7. Each version of the Terms of Service from 2014 until the present reserved Facebook's right to remove user content or revoke users' access to Facebook at Facebook's sole discretion.

8. Each version of the Terms of Service from 2014 until the present contained a forum-selection clause specifying any claim arising out of or relating to Facebook's Terms of Service will be resolved exclusively in the U.S. District Court for the Northern District of California or a state court located in San Mateo County, California.

9. Each version of the Terms of Service from 2014 until the present specified that any claim arising out of or relating to Facebook's Terms of Service will be governed by California law, without regard to conflict of law provisions.

10. Plaintiff Michael Moates created a Facebook account on July 13, 2014. Attached hereto as **Exhibit A** is a true and correct copy of the November 15, 2013 Terms of Service that was in effect in July 2014, as maintained in Facebook's records.

11. Plaintiff Michael Moates created another Facebook account on February 6, 2017. Attached hereto as **Exhibit B** is a true and correct copy of the January 30, 2015 Terms of Service that was in effect in February 2017, as maintained in Facebook's records.

//

//

//

//

//



12. Attached hereto as **Exhibit C** is a true and correct copy of the October 1, 2020 Terms of Service that was in effect as of October 20, 2020, the date Plaintiff alleges that Facebook disabled his accounts.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 3rd day in February 2021 in Menlo Park, California.

Dated: February 3, 2021

By: /s/ Jenny Pricer  
Jenny Pricer

PART TWO OF EXHIBIT S IS A FILING IN COURT THAT  
CAN BE VIEWED HERE

<https://storage.courtlistener.com/recap/gov.uscourts.txed.202288/gov.uscourts.txed.202288.28.2.pdf>

EXHIBIT T

## Create Ad

### Goal

What results would you like from this ad?



#### Get more website visitors

Show your ad to people who are likely to click on a URL in it.



#### Get more messages on WhatsApp

Show your ad to people who are likely to send you a message on WhatsApp.



#### Get more calls

Show your ad to people who are likely to call your business.



#### Get more messages on Messenger

Show your ad to people who are likely to send you a message on Facebook.



#### Get more page likes

Create a promotion to help more people find and like your Page.



#### Promote your business locally

Connect with people who are located near your business.



#### Get more leads

Use a form to collect contact information from potential customers.



See Less ^

## EXHIBIT V

**Facebook Pixel Helper**  
[Learn More](#)



One pixel found on [www.att.com](http://www.att.com)



**Facebook Pixel**

Pixel ID: 128900881029137 [click to copy](#)

[Troubleshoot Pixel](#)

[View Analytics](#)

▶  PageView

### **Automated Certificate of eService**

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Envelope ID: 56532987

Status as of 8/23/2021 9:20 AM CST

#### Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Michael Moates		michaelsmoates@gmail.com	8/21/2021 11:09:04 PM	SENT
Michael Moates		michaelsmoates@gmail.com	8/21/2021 11:09:04 PM	SENT

# **EXHIBIT 7**

**CAUSE NO. 21-6407-431**

**MR. MICHAEL MOATES,**  
**DC CHRONICAL LIMITED**  
**Plaintiffs,**

**VS.**

**FACEBOOK INC,**  
**AT&T INC.**

**Defendants.**

§  
§  
§  
§  
§  
§  
§  
§  
§  
§

**IN THE DISTRICT COURT**

**431<sup>st</sup> JUDICIAL DISTRICT**

**DENTON COUNTY, TEXAS**

**AT&T INC'S**  
**VERIFIED DENIAL AND ORIGINAL ANSWER**

Defendant **AT&T INC.** (“AT&T”), an improper party to this lawsuit, files this Verified Denial and Original Answer, respectfully showing the Court as follows:

**I.**

**VERIFIED DENIAL AND PLEA IN ABATEMENT**

Pursuant to Rule 93 of the Texas Rules of Civil Procedure, AT&T asserts that there is a defect of parties and Plaintiffs sued the wrong defendant. AT&T is not a proper party. It was not involved in the action complained of in the Plaintiffs’ petition and engaged in none of the alleged acts, omissions, or conduct of which Plaintiffs complain. Accordingly, pursuant Texas Rule of Civil Procedure 85, Defendant AT&T also files this Plea in Abatement and asks that this cause be abated.

**II.**

**GENERAL DENIAL**

Subject to and without waiving the above, and in accordance with Texas Rule of Civil Procedure 92, Defendant generally denies all allegations in Plaintiffs' operative petition and any supplements and amendments thereto. Defendant demands strict proof thereof by a preponderance of the evidence pursuant to Texas Rule of Civil Procedure 92.

**III.**

**RESERVATION OF RIGHTS**

Subject to and without waiving the above, Defendant reserves the right to amend and supplement this answer, including without limitation to assert additional and specific denials and defenses as discovery and investigation proceeds.

**VI.**

**PRAYER**

WHEREFORE, PREMISES CONSIDERED, Defendant **AT&T INC.** prays that:

1. The Court sustain its Verified Denial and/or grant its Plea in Abatement;
2. Plaintiffs take nothing by their claims;
3. All costs of court be taxed against Plaintiffs; and
4. Defendant be awarded such other and further relief to which it is justly entitled.



Respectfully submitted,

/s/ Amber W. Booker  
Amber Webb Booker  
Texas State Bar No. 24075249

AT&T SERVICES, INC.  
One AT&T Plaza, Suite 3110  
208 South Akard Street  
Dallas, Texas 75202-4208  
Telephone: (214) 757-3528  
Telecopier: (214) 746-2211  
[amber.booker@att.com](mailto:amber.booker@att.com)

**ATTORNEY FOR DEFENDANT  
AT&T INC.**

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing was served upon all counsel of record pursuant to the Texas Rules of Civil Procedure on this 24<sup>th</sup> day of August, 2021:

Mr. Michael Moates  
2700 Colorado Boulevard #1526  
Denton, TX 76210  
Tel: 817-999-7534

*Via e-Service:*  
[Michaelsmoates@gmail.com](mailto:Michaelsmoates@gmail.com)

*Pro Per*

/s/ Amber W. Booker  
Amber Webb Booker

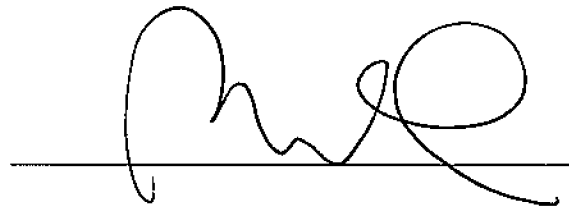
**VERIFICATION OF PAULA M. PHILLIPS**

STATE OF NEW JERSEY       §  
  §  
COUNTY OF SOMERSET       §

BEFORE ME, the undersigned authority, personally appeared Paula M. Phillips, who, being by me duly sworn, deposed as follows:

1. My name is Paula M. Phillips. I am over eighteen years of age, have never been convicted of a felony or crime involving moral turpitude, suffer from no legal disability, and am in all other ways fully capable of making this affidavit. The facts stated herein are within my personal knowledge and are true and correct.
2. I am a Legal Administrator for AT&T Services, Inc. and am authorized to make this affidavit on behalf of AT&T Inc. I have served in this position since 1991 and have been with the AT&T family of companies since February 1984. In my role as a Legal Administrator, I am familiar with the corporate structure of AT&T INC.
3. I have reviewed the Verified Special Denial and Plea in Abatement of the foregoing document, and all of the factual statements and assertions contained therein are within my personal knowledge and are true and correct.

FURTHER AFFIANT SAYETH NOT.

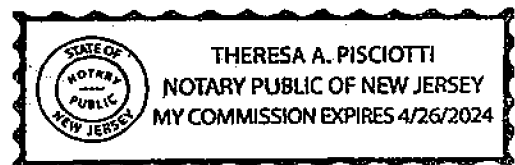


SUBSCRIBED AND SWORN TO BEFORE ME, on this <sup>24<sup>th</sup></sup> ~~XXX~~ day of August, 2021 to certify which witness my hand and official seal.



Notary Public in and for  
The State of New Jersey

My commission expires  
on \_\_\_\_\_



# **EXHIBIT 8**



## Franchise Tax Account Status

As of : 09/02/2021 16:11:42

This page is valid for most business transactions but is not sufficient for filings with the Secretary of State

DC CHRONICLE LIMITED	
<b>Texas Taxpayer Number</b>	32069122086
<b>Mailing Address</b>	3 GREENWAY PLZ STE 1320 HOUSTON, TX 77046-0305
<b>❗ Right to Transact Business in Texas</b>	FRANCHISE TAX INVOLUNTARILY ENDED <u>Request tax clearance to reinstate entity.</u>
<b>State of Formation</b>	TX
<b>Effective SOS Registration Date</b>	12/06/2018
<b>Texas SOS File Number</b>	0803181232
<b>Registered Agent Name</b>	LEGALCORP SOLUTIONS, LLC
<b>Registered Office Street Address</b>	3 GREENWAY PLAZA, SUITE 1320 HOUSTON, TX 77046